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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 **DECLARATION OF ENOCH J. KIM IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT** *[filed concurrently with Plaintiff's Notice of Motion and Motion; Memorandum of Points and Authorities; Declaration of Kimberly Sutherland; and [Proposed] Order]* 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

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am Senior Counsel at D.Law, Inc., counsel of record for Plaintiff Barry Vincent Adams ("Plaintiff") on behalf of himself and other similarly situated employees of Defendants 376 5th LLC and RMD Group, LLC ("Defendants") ("Plaintiff and Defendants collectively referred to herein as "the Parties"). I and my firm are referred to herein as "PAGA Counsel."

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion for Approval of PAGA Settlement Agreement ("Motion"). A copy of the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") is attached as **Exhibit 1** hereto[1], with the Notice of PAGA Settlement and Approval ("Aggrieved Employees' Notice") attached as **Exhibit A** to the Settlement Agreement.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the Labor and Workforce Development Agency ("LWDA") by sending his PAGA Notice on March 26, 2024 (LWDA-CM-1018779-24). A true and correct copy of his PAGA Notice is attached hereto as **Exhibit 2**. The LWDA did not respond to the PAGA Notice and did not notify Plaintiff that it intended to investigate Plaintiff's allegations.

5. On March 26, 2024, Plaintiff filed a class action complaint in the San Diego County Superior Court against Defendants alleging claims under the California Labor Code for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Recovery of Reporting Time Pay; (4) Meal-Period Liability Under Labor Code § 226.7; (5) Rest-Break Liability Under Labor Code § 226.7; (6) Failure to Pay Vacation Wages; (7) Failure to Comply

[1] Defendants have not yet executed the Settlement Agreement. Plaintiff will submit the fully executed Settlement Agreement upon receipt of Defendants' signatures.

With Labor Code §§ 245 *et seq*. and 246; (8) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (9) Violation of Labor Code § 226(a); (10) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (11) Failure to Pay Wages Due, Negotiable, and Payable in Cash on Demand Under Labor Code §§ 212 and 225.5; (12) Penalties Pursuant to Labor Code § 203; and (13) Violation of Business & Professions Code § 17200 *et seq*. (the "Action").

6. On May 30, 2024, 65 days after Plaintiff's submission of the PAGA Notice, Plaintiff filed a First Amended Class Action Complaint, alleging a fourteenth cause of action for Penalties Pursuant to Labor Code § 2699, *et seq*. ("Operative Complaint").

7. On September 17, 2024, Plaintiff filed a Request for Dismissal of Class Allegations Without Prejudice pursuant to Rule 3.770 of the California Rules of Court, pursuant to an arbitration agreement Plaintiff signed while employed with Defendants which contained a class action waiver, which the Court granted on September 26, 2024.

8. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. After conducting our initial investigation, we determined that Plaintiff's claims were well-suited to proceed on a representative basis owing to what appeared to be a common course of conduct affecting a similarly situated group of employees.

9. After initiating the Action, the Parties met and conferred about the claims and issues in this case, including the existence of an arbitration agreement with a class action waiver between the Parties, and agreed to explore resolution of this case through mediation with a highly respected mediator. Prior to mediation, Defendants provided data, numbers, and documents, including a company handbook entitled "Staff Handbook & Onboarding Documents 2023," Plaintiff's signed meal break waiver, a sampling of Aggrieved Employees' timekeeping and payroll data, information and documentation regarding Defendants' wage and hour policies, Plaintiff's wage statements and personnel file, meal period and rest period information, and an Arbitration Policy and Agreement signed by Plaintiff. Defendants also provided information relating to the number of Aggrieved Employees and PAGA Pay Periods.

10. The information and data exchanged by Plaintiff and Defendants prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the Parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

11. On December 12, 2025, the parties attended an all-day mediation with highly respected wage and hour mediator Dan Turner, Esq. During mediation, the Parties exchanged further information and discussed all aspects of the case, including Plaintiff's claims, Defendants' defenses, procedural challenges in this case, and the prospects of further litigation. The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings and that further litigation would lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties took into account the risk and uncertainty of the outcome inherent in any litigation in representative actions such as this one.

12. With the assistance of a highly respected wage and hour mediator, the Parties agreed to the general terms for settling this Action and worked together to finalize and execute the long-form PAGA Settlement Agreement.

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

14. For purposes of the Settlement, "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. (Exhibit 1, ¶¶ 1.4, 1.21.) Defendants estimate that there were approximately 325 Aggrieved Employees who worked approximately 8,043

PAGA Pay Periods between March 26, 2023 and December 12, 2025. (Exhibit 1, ¶ 8.) If the actual number of PAGA Pay Periods during the PAGA Period exceeds the above pay period estimate by more than 10% (i.e., if the total number of PAGA Pay Periods exceed 8,847 during the PAGA Period), Defendants will have the option to either: (1) end the PAGA Period on a date the number of PAGA Pay Periods does not exceed 8,847, or (2) elect to have the Gross Settlement Amount increase proportionately for each additional pay period over 10% more than 8,043 (e.g., if there is an 11% increase in the number of pay periods during the PAGA Period, Defendants would agree to increase the Gross Settlement Amount by 1%). (*Id.*) Based on this information, and using a straight average, Plaintiff estimates that each Aggrieved Employee will receive a payment of approximately $91.91 ($29,869.39 divided by 325 Aggrieved Employees).

15. The Settlement Agreement requires Defendants to pay the total sum of $220,000.00 (the "Gross Settlement Amount" or "GSA"). (Exhibit 1, ¶ 1.12.) Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date, which is the date the Court enters a Judgment on its Order approving the PAGA Settlement. (Exhibit 1, ¶¶ 1.11, 4.2.) The Gross Settlement Amount will be allocated as follows, pending Court approval:

a) Attorneys' fees in the amount of 35% of the Gross Settlement Amount, or $77,000.00, and litigation costs in the amount of $18,172.42 ("PAGA Counsel Fees and Costs Award") (Exhibit 1, ¶ 3.2.2);

b) Administration costs of no more than $5,350.00 to be paid to the Administrator, Apex Class Action, LLC ("Apex"), for sending notices and for calculating settlement shares and preparing all checks and mailings ("Administration Expenses Payment") (Exhibit 1, ¶ 3.2.1); and

c) The remainder of the Gross Settlement Amount after deducting the above costs ("Net Settlement Amount") is approximately $119,477.58 and shall be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% ($89,608.19) being paid to the LWDA ("LWDA PAGA Payment") and 25% ($29,869.39) being paid to the Aggrieved Employees on a

pro-rata basis ("Individual PAGA Payment") (Exhibit 1, ¶ 3.2.3.) The average payment to the Aggrieved Employees will be approximately $91.91 per person ($29,869.39 divided by 325 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the information provided by Defendants) as their share of the Individual PAGA Payment.

16. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

THE STRENGTH OF PLAINTIFF'S CASE IN LIGHT OF THE SETTLEMENT AMOUNT

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

- Failed to pay Plaintiff and Aggrieved Employees minimum wages and overtime for "off-the-clock" work, including requiring Aggrieved Employees to complete work tasks pre-shift at management's request such as taking out the trash and answering work-related phone calls.
- Failed to provide Plaintiff and Aggrieved Employees with compliant meal periods as they frequently worked through meal periods, were provided meal periods well beyond five hours into their shifts, or were not provided meal periods at all. Further, Plaintiff and Aggrieved Employees were regularly required to work shifts in excess of ten hours

without a second uninterrupted meal period.

- Failed to provide Plaintiff and Aggrieved Employees with compliant rest breaks as Plaintiff and Aggrieved Employees were consistently required to work through their rest breaks and any rest breaks that were provided were untimely as a result of off-the-clock work.
- Failed to pay Plaintiff and Aggrieved Employees reporting time pay when Plaintiff and Aggrieved Employees would report to work and be sent home after working for less than half of their usual or scheduled day's work.
- Failed to include bonuses and commissions paid to Plaintiff and Aggrieved Employees into the calculation of the regular rate of pay for purposes of calculating overtime, sick pay, and meal premium payments owed to employees.
- Failed to issue accurate wage statements, including the failure to include the total hours per pay period and failed to accurately account for all off-the-clock work and missed meal and rest premiums which Defendants knew or reasonably should have known were owed to Plaintiff and Aggrieved Employees.
- Failed to maintain accurate records for Plaintiff and Aggrieved Employees by failing to pay Plaintiff and Aggrieved Employees proper wages, overtime, and premium pay.
- Failed to pay all wages earned by and owed to Plaintiff and Aggrieved Employees at the time of their termination or within seventy-two (72) hours of their resignation.
- Failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants, including purchasing protective gear such as rubber dishwashing gloves and using their personal cell phones to communicate with supervisors and managers.
- Failed to provide Plaintiff and Aggrieved Employees with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212 because the pay cards required Plaintiff and Aggrieved Employees to incur fees to use, were not fully cashable, and were not usable at all financial institutions.

18. Defendants deny and continue to deny all of the claims made by Plaintiff in this Action and contend that they acted at all relevant times in conformance with the law. Defendants contend that Plaintiff and Aggrieved Employees were required to report all hours worked and were paid for all hours worked, and that Defendants paid all wages at the proper rates; that Defendants provided Plaintiff and Aggrieved Employees with the reasonable opportunity to take compliant meal periods and rest breaks and that any deviations were at the voluntary election of Plaintiff and Aggrieved Employees; that Defendants paid meal premiums for any non-compliant meal periods; that Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that any unreimbursed business expenses were not necessary expenditures as required by Labor Code section 2802; and that Defendants' wage statements complied with the law. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendants in a settlement.

PAGA Penalties

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

20. Plaintiff estimated that the maximum potential exposure on the PAGA claim is $804,300.00, calculated by multiplying the total number of PAGA Pay Periods (8,043) by $100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per PAGA Pay Period (i.e., Plaintiff did not stack the PAGA penalties in their damages calculation).

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

22. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from $41 million to $775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from $5.4 million to $325,000); *Fleming v. Covidien*, Inc. (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from $2.8 million to $375,000).). In departing from the $100/pay period calculation to arrive at the $220,000.00 Gross Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be and why the Court may reduce any eventual recovery at its discretion, including Defendants' defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on those considerations, Plaintiff applied a conservative discount of 70% to the maximum potential exposure (which equates to $30 penalty per pay period) to get a realistic potential exposure of $241,290.00 (8,043 pay periods x $30 penalty per pay period).

23. The Gross Settlement Amount of $220,000.00 is 91% of the realistic potential exposure of $241,290.00. PAGA Counsel submits that this is an excellent result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by

further litigation.

REQUEST FOR ATTORNEYS' FEES AND COSTS

24. PAGA Counsel is requesting a PAGA Counsel Fees Award in the amount of **$77,000.00** and a PAGA Counsel Costs Award of **$18,172.42** for litigation costs incurred, which is less than the allocated amount of $22,500.00 in the Settlement Agreement. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**. The lion's share of these costs were incurred in connection with mediation, and the others listed were all reasonably incurred and necessary to the prosecution of this Action.

25. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement if it is approved.

26. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA Counsel have yet to receive any compensation for the amount of time and money invested in the case to date.

27. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the client may accept without ensuring that we receive a reasonable fee or changes in the law that substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is

the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial investment, one would expect a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our money, and then only if we are substantially successful; if we are not, all or part of this "investment" can be lost.

28. PAGA Counsel is well acquainted with the contingent fee market throughout California, particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action and PAGA suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceed 35% of the recovery. Plaintiff here signed a retainer agreement indicating that PAGA Counsel could receive a fee under certain scenarios that exceed 35% of the recovery, as much as 40%. PAGA Counsel's recent attorneys' fees awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

29. Plaintiff's counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than 35% of the gross settlement amount. *See* Crandall v. U-Haul (Los Angeles County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in Bushnell v. Cremar, Inc. (Orange County Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in Abzug v. Kerkorian CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in Haitz v. Meyer, et al., Alameda County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in Elliott v. Clothestime (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both Rippee v. Boston Market Corporation, Case No.: 05 CV 1359 BTM (JMA) and Barile v. Boston Market Corporation, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to Plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

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The Lodestar Method

30. Further, PAGA Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

31. PAGA Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside from being warranted by our skill, experience and ability, PAGA Counsel's rates that were used in application of the lodestar cross check in this case are supported by the Laffey Matrix attached hereto as **Exhibit 4** and the adjustments thereto based on locality, years of experience, and position within the firm.[2]

32. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and PAGA Counsel exhibited skill and creativity in prosecuting and presenting them.

33. PAGA Counsel spent substantial time on this matter. Aside from drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay records, an employment handbook, Plaintiff's personnel file, relevant policies, and other documentation, researched the applicable law and potential defenses, constructed damage models

[2] The lodestar crosscheck yields a modest multiplier when rates from the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix focus on the costs of legal services within the Washington-Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services in different localities allows for better assessment of reasonableness. Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

based on interpretations of California law, reviewed information provided by Defendants at the mediation, engaged in meet and confer efforts with Defendants, drafted and revised the Settlement Agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at least **89.3** hours of attorney time in this matter. To provide the Court with an overview of the work done by PAGA Counsel in this case, PAGA Counsel's contemporaneous time records substantiating the 89.3 hours worked is attached hereto as **Exhibit 5**.

34. I have invested at least 6.3 hours for a total of $8,505.00 in attorneys' fees ($1,350/hr x 6.3 hours = $8,505.00). Senior Attorney Roman Shkodnik invested approximately 18.0 hours for a total of $24,210.00 ($1,345/hr x 18.0 hours = $24,210.00). Associate Attorney Robert Payaslyan invested approximately 2.2 hours for a total of $1,513.60 in attorneys' fees ($688/hr x 2.2 hours = $1,513.60). Associate Attorney Amanda Fazio invested approximately 0.8 hours for a total of $500.00 in attorneys' fees ($625/hr x 0.8 hours = $500.00). Associate Attorney Mason Doidge invested approximately 1.1 hours for a total of $671.00 in attorneys' fees ($610/hr x 1.1 hours = $671.00). Associate Attorney Emma Geesaman invested approximately 35.2 hours for a total of $21,472.00 in attorneys' fees ($610/hr x 35.2 hours = $21,472.00). Associate Attorney Arianna N. Razi invested approximately 22.6 hours for a total of $12,633.40 in attorneys' fees ($559/hr x 22.6 hours = $12,633.40). Paralegal Katheryn Perez invested approximately 1.2 hours for a total of $332.40 in attorneys' fees ($277/hr x 1.2 hours = $332.40). Paralegal Jose-Ernesto Lopez invested approximately 0.1 hours for a total of $27.70 in attorneys' fees ($277/hr x 0.1 hours = $27.70). Paralegal Jonathan Morataya invested approximately 0.4 hours for a total of $132.80 in attorneys' fees ($332/hr x 0.4 hours = $132.80). Paralegal Janet Linares invested approximately 0.7 hours for a total of $193.90 in attorneys' fees ($277/hr x 0.7 hours = $193.90). Paralegal Akiko Anna Iwata invested approximately 0.7 hours for a total of $232.40 in attorneys' fees ($332/hr x 0.7 hours = $232.40). Therefore, PAGA Counsel has collectively incurred **89.3** hours and **$70,424.20** in fees.

35. The below table summarizes PAGA Counsel's total hours, billables, and costs:

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	6.3	$8,505.00	$18,172.42
Roman	18.0	$24,210.00	

Shkodnik (D.LAW)			
Robert Payaslyan (D.LAW)	2.2	$1,513.60	
Amanda Fazio (D.LAW)	0.8	$500.00	
Mason Doidge (D.LAW)	1.1	$671.00	
Emma Geesaman (D.LAW)	35.2	$21,472.00	
Arianna N. Razi (D.LAW)	22.6	$12,633.40	
Katheryn Perez (D.LAW)	1.2	$332.40	
Jose-Ernesto Lopez (D.LAW)	0.1	$27.70	
Jonathan Morataya (D.LAW)	0.4	$132.80	
Janet Linares (D.LAW)	0.7	$193.90	
Akiko Anna Iwata (D.LAW)	0.7	$232.40	
Total:	**89.3**	**$70,424.20**	**$18,172.42**

36. In light of the foregoing, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested PAGA Counsel Fees Award in the amount of 35% of the Gross Settlement Amount, or $77,000.00.

37. Multiplying the total hours billed by PAGA Counsel to the litigation by their reasonable hourly rates yields a lodestar of $70,424.20. Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12 and expressly rejecting the argument that fee was either exorbitant or unconscionable). The multiplier in this case of 1.09 is clearly within the reasonable range approved in lodestar crosschecks. As such, PAGA Counsel respectfully request the Court grant their request for $77,000.00 in attorneys' fees.

EXPERIENCE AND VIEWS OF COUNSEL

38. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiff's counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

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

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

Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS),

Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

41. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement department. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side. Given my experience and the focus of my practice in a highly specialized area of law, my rate is $1,350.00 per hour. Throughout the course of this litigation, I have spent approximately 6.3 hours on this matter. My lodestar for my hours spent on this case amounts to approximately $8,505.00 (6.3 x $1,350.00 = $8,505.00).

42. Attorney Roman Shkodnik is Senior Counsel at D.Law and counsel of record for Plaintiff. He received his Bachelor of Arts in history and political science from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused his practice on representing employees including in wage-and-hour class actions. During his career, he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he has obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter. He is experienced and qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $1,345.00 per hour. Throughout the course of this litigation, attorney Roman Shkodnik estimates he has spent at least 18.0 hours litigating this matter. Accordingly, Mr.

Shkodnik's lodestar in this matter is $24,210.00 (18.0 x $1,345.00 = $24,210.00).

43. I have also reviewed the files and billable records for former Associate Attorney Robert Payaslyan. Robert Payaslyan received his Bachelor of Science in criminal justice/law enforcement administration from California State University, Los Angeles in 2018. He then earned his Juris Doctorate from the University of California, Irvine School of Law in 2021. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $688.00 per hour. Throughout the course of this litigation, attorney Robert Payaslyan estimated he had spent at least 2.2 hours litigating this matter. Accordingly, Mr. Payaslyan's lodestar in this matter is $1,513.60 (2.2 x $688.00 = $1,513.60).

44. Associate Attorney Amanda Fazio received her Bachelor of Arts in political science from Loyola Marymount University in 2019. She then earned her Juris Doctorate from Southwestern Law School in May of 2022. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class actions and PAGA actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $625.00 per hour. Throughout the course of this litigation, attorney Amanda Fazio estimates she has spent at least 0.8 hours litigating this matter. Accordingly, Ms. Fazio's lodestar in this matter is $500.00 (0.8 x $625.00 = $500.00).

45. Associate Attorney Mason Doidge received his bachelor's degree from Eastern Washington University in March 2019, and from University of California, Irvine School of Law in May 2023. He has been in practice with the law firm of D.Law, Inc. since August 2024, focusing exclusively in the area of employment law and has been involved in numerous cases in all aspects from pre-filing through settlement, including California and Federal wage and hour class actions. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $610.00 per hour. Throughout the course of this litigation, attorney Mason Doidge estimates he has spent at least 1.1 hours litigating this matter. Accordingly, Mr. Doidge's lodestar in this matter is $671.00 (1.1 x $610.00 = $671.00).

46. Associate Attorney Emma Geesaman received her Bachelor of Arts in political science from Boston University in 2019. She then earned her Juris Doctorate from Case Western Reserve

University Law School in May of 2023. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $610.00 per hour. Throughout the course of this litigation, attorney Emma Geesaman estimates she has spent at least 35.2 hours litigating this matter. Accordingly, Ms. Geesaman's lodestar in this matter is $21,472.00 (35.2 x $610.00 = $21,472.00).

47. Attorney Arianna Razi received her bachelor's degree from the University of California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in 2024. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class and PAGA actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $559.00 per hour. Throughout the course of this litigation, Arianna Razi estimates she has spent at least 22.6 hours litigating this matter. Accordingly, Ms. Razi's lodestar in this matter is $12,633.40 (22.6 x $559.00 = $12,633.40).

48. I have also reviewed the files and billable records for paralegal Katheryn Perez. Ms. Perez graduated in 2023 from the University of California, Los Angeles with a degree in Political Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour matters class and representative action cases. In November 2025, managing partner David Yeremian of D.Law attested to Ms. Perez' paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks. Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Perez estimates she has spent at least 1.2 hours litigating this matter. Accordingly, Ms. Perez's lodestar in this matter is $332.40 (1.2 x $277.00 = $332.40).

49. I have also reviewed the files and billable records for former certified paralegal José-Ernesto López. On January 24, 2013, Mr. López earned the Posse Foundation's full tuition Leadership Scholarship, and in 2017, he graduated from Kalamazoo College, earning a Bachelor of Arts in Political Science. In 2017, he began employment as a legal assistant for the Michigan Advocacy Program. In 2018, he was promoted to paralegal and served in that position for a total of three years. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies with

distinction from the University of California, Los Angeles Extension meeting the requirements of Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined D.Law, Inc. as a litigation paralegal, focusing exclusively on wage and hour class action and representative cases. Given his experience, his current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Lopez estimated he had spent at least 0.1 hours litigating this matter. Accordingly, Mr. Lopez's lodestar in this matter is $27.70 (0.1 x $277.00 = $27.70).

50. I have also reviewed the files and billable records for certified paralegal Jonathan Morataya. Jonathan Morataya graduated magna cum laude from California State University, Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He began his legal career in 2022 in wage and hour employment matters and was promoted to Senior Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience as a paralegal under Business & Profession Code section 6450(c)(3). In 2025, Mr. Morataya earned his ABA-approved Certificate in Paralegal Studies from Pasadena City College meeting the requirements of Business & Profession Code section 6450(c)(1). Given his experience, his current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Morataya estimates he has spent at least 0.4 hours litigating this matter. Accordingly, Mr. Morataya's lodestar in this matter is $132.80 (0.4 x $332.00 = $132.80).

51. I have also reviewed the files and billable records for certified paralegal Janet Linares. Ms. Linares graduated from California State University, Northridge with a Bachelor of Science, Business Administration with a focus in Business Law and a minor in Finance. She began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business & Profession Code section 6450(c)(3). Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93) Throughout the course of this litigation, Ms. Linares estimates she has spent at least 0.7 hours litigating this matter. Accordingly, Ms. Linares' lodestar in this matter is $193.90 (0.7 x $277.00 = $193.90).

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52. I have also reviewed the files and billable records for certified paralegal Akiko Anna Iwata. Ms. Iwata earned her baccalaureate degree from Loyola Marymount University with a double-major in International Relations and Sociology, and a minor in Asian and Pacific Studies. She began her legal career in 2022 in real estate matters as a legal assistant and continued to work in Lemon Law as an attorney's assistant and then Paralegal in 2024. She completed a year of full-time paralegal experience and gained the requisite skills to earn her paralegal declaration in 2025. Given her experience, her current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Iwata estimates she has spent at least 0.7 hours litigating this matter. Accordingly, Ms. Iwata's lodestar in this matter is $232.40 (0.7 x $332.00 = $232.40).

53. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. This experience is helpful in assessing the reasonableness of settlements such as the one at issue here.

54. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation and are adequate to represent the proposed Aggrieved Employees in the instant action.

PLAINTIFF'S SERVICE AS PAGA REPRESENTATIVE

55. Plaintiff served the interests of the Aggrieved Employees well by performing considerable services on behalf of those similarly aggrieved since he first searched for an attorney, collected and gathered the requested documents and information, met with his attorneys, and made himself available every time PAGA Counsel called about Defendants' policies and procedures produced in informal discovery, discussed during conversations with opposing counsel, or raised in pleadings filed in this matter. Plaintiff continued to be engaged in settlement negotiations that were ultimately required to reach a settlement in this case. Further, Plaintiff does not have any interests that are adverse to those of the Aggrieved Employees.

SETTLEMENT ADMINISTRATION AND NOTICE

56. The Parties agreed to use Apex as the third-party settlement administrator in this case. Apex will be responsible for updating Aggrieved Employees' addresses, mailing the Aggrieved Employees' Notice, and calculating and distributing the settlement checks, among other duties. Apex

capped its fees at $5,350.00 for administering the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements, Apex's costs for administering this Settlement are fair and reasonable.

57. The Administrator will mail the Individual PAGA Payment along with the Aggrieved Employees' Notice providing notice of the Settlement and release of claims to Aggrieved Employees. The Aggrieved Employees' Notice includes, among other things, an explanation of PAGA, a description of the allegations in the Action, and the scope of released claims.

SUMMARY

58. The Settlement was reached as a result of arm's-length negotiations and have been, at all times, adversarial and non-collusive in nature. The Parties recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and PAGA Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' compelling defenses thereto, and the difficulties in establishing damages for the Aggrieved Employees. Based on the foregoing, Plaintiff and PAGA Counsel have determined that the Settlement set forth in the Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.

59. On October 26, 2026, my office submitted the proposed Settlement and the Motion to the LWDA. Attached hereto as **Exhibit 6** is a true and correct copy of the confirmatory email my office received from the LWDA after the submission of the Settlement.

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

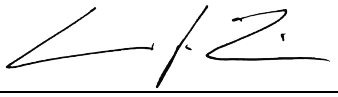
61. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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Executed this 26th day of October 2026, at Pasadena, California.



Enoch J. Kim

EXHIBIT 1

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Barry Vincent Adams ("Plaintiff") and Defendants 376 5th LLC and RMD Group, LLC ("Defendants"). The Agreement refers to Plaintiff and Defendants jointly as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Barry Vincent Adams v. 376 5th LLC dba Huntress Steak & Whiskey Society, et al.* filed on March 26, 2024, and pending in the Superior Court of the State of California, County of San Diego, Case No. 37-2024-00014140-CU-OE-CTL.

1.2. "Administrator" means Apex Class Action Administration, 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 submitted to the Court in connection with approval of the Settlement.

1.4. "Aggrieved Employee" means 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.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' 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. "Aggrieved Employees' Notice" shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees' Notice shall further contain (i) an Aggrieved Employee's first and last name, (ii) last known address, (iii) employee identification number, if applicable, (iv) the Aggrieved Employee's number of individual pay periods worked for one or more of Defendants, and (v) the amount of the Aggrieved Employee's Individual PAGA Payment.

1.8. "Court" means the Superior Court of California, County of San Diego.

1.9. "Defendants" mean named Defendants 376 5th LLC and RMD Group, LLC.

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1.10. "Defense Counsel" means Omer Rangoonwala of Gordon Rees Scully Mansukhani, LLP and Noah Woods of Littler Mendelson, P.C.

1.11. "Effective Date" means the date when both of the following have occurred: (a) the Court enters Judgment on its Order Granting Approval of the PAGA Settlement; and (b) the Judgment is final and no longer appealable. For purposes of this Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this agreement may be timely filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Order and Judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the Order approving this Agreement is affirmed and further review of the Order is requested, the day after the review is finally resolved and the Order and Judgment approving this Agreement is affirmed. No funding of the Settlement shall occur until after the Effective Date has passed.

1.12. "Gross Settlement Amount" means Two Hundred and Twenty Thousand Dollars and Zero Cents ($220,000.00) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment.

1.13. "Individual PAGA Payment" means the Aggrieved Employees' 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.

1.14. "Judgment" means the judgment entered by the Court based upon the Order Granting Approval of the PAGA Settlement.

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

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employee as Individual PAGA Payments.

1.18. "PAGA Counsel" means Roman Shkodnik, Emma Geesaman, Enoch J. Kim, and Arianna N. Razi of D.Law, Inc.

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1.19. "PAGA Counsel Fees and Costs Award" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees in an amount up to 35% of the Gross Settlement Amount ($77,000.00) and incurred expenses to litigate and resolve the Action, as awarded by the Court and to be paid out of the Gross Settlement Amount.

1.20. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from March 26, 2023, through January 11, 2026.

1.22. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq*.).

1.23. "PAGA Notice" means Plaintiff's March 26, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of the PAGA claims.

1.25. "PAGA Representative" or "Plaintiff" means Barry Vincent Adams, the named Plaintiff in the Action seeking Court approval to serve as the PAGA Representative.

1.26. "Approval Order" means the proposed Order Granting Approval of the PAGA Settlement.

1.27. "Released PAGA Claims" means the claims being released by Plaintiff and the Aggrieved Employees as described in Paragraph 5.1 below.

1.28. "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.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. 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 March 26, 2024.

2.2. On March 26, 2024, Plaintiff commenced this Action by filing a class action complaint on behalf of all non-exempt hourly employees who worked for Defendants in California during the four years preceding the filing of the lawsuit alleging: (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code § 510; (3) recovery of reporting time pay; (4) meal-period liability under Labor Code § 226.7; (5) rest-break liability under Labor Code § 226.7; (6) failure to pay vacation wages; (7) failure to comply with Labor Code §§ 245 *et seq*. and 246; (8) reimbursement of

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necessary expenditures under Labor Code § 2802; (9) violation of Labor Code § 226(a); (10) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (11) failure to pay wages due, negotiable, and payable in cash on demand under Labor Code §§ 212 and 225.5; (12) penalties pursuant to Labor Code § 203; and (13) Violation of Business & Professions Code § 17200 *et seq*. On May 30, 2024, Plaintiff filed a First Amended Complaint alleging an additional cause of action for civil penalties under PAGA ("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.

2.3. On September 17, 2024, Plaintiff filed his Request for Dismissal of Class Allegations Without Prejudice pursuant to an arbitration agreement with a class action waiver Plaintiff signed while employed with Defendants. On September 26, 2024, the Court ordered Plaintiff's class allegations dismissed without prejudice.

2.4. On December 12, 2025, the Parties participated in an all-day mediation presided over by Dan Turner, Esq. which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll records for the Aggrieved Employees and relevant policy documents and communications regarding Defendants' wage-and-hour practices.

2.6. 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. Defendants promise to pay a total of Two Hundred and Twenty Thousand Dollars and Zero Cents ($220,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 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 Defendants.

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 Approval Order:

3.2.1. To the Administrator: An Administration Expenses Payment not to exceed Five Thousand Three Hundred and Fifty Dollars and Zero Cents ($5,350.00) 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 $5,350.00, the Administrator will retain the remainder in the Net Settlement Amount.

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3.2.2. PAGA Counsel Fees and Cost Award: 35% of the Gross Settlement Amount, which is currently estimated to be $77,000.00, to PAGA Counsel for attorneys' fees, and reimbursement of PAGA Counsel's actual costs incurred in the Action, which is currently estimated not to exceed $22,500.00. 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 a motion for PAGA Counsel Fees and Cost Award as required by the Court. If the Court approves a PAGA Counsel Fees and Cost Award less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties to be distributed to the LWDA and Aggrieved Employees.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties with 75% of allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1 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.

3.2.4. 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.

3.2.5. Defendants shall have no tax liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees and Cost Award. The Administrator will pay the PAGA Counsel Fees and Cost Award using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Cost Award and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data: Not later than 14 days after the Court issues the Approval Order, Defendants will 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

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under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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.

4.2. Funding of Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to the Administrator no later than 14 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount: Within 14 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, PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

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

4.3.2. 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 re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.3. For any Aggrieved Employees 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.

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

5. RELEASE OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, all Aggrieved Employees, the State of California and

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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. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released PAGA Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA is completely and forever foreclosed. All Aggrieved Employees will be bound by the settlement of the PAGA claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check.

6. **MOTION FOR APPROVAL OF SETTLEMENT**. Plaintiff will prepare and file a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities: Plaintiff and PAGA Counsel will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel's 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 (Labor Code section 2699, subd. (l)(1)); and (iii) a fully executed copy of this Agreement (Labor Code section 2699, subd. (l)(2)).

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6.2. Contemporaneous with seeking Court approval, the settlement documents will be sent by PAGA Counsel to the LWDA for review so that it has the opportunity to object to all or part of the Settlement. However, Aggrieved Employees cannot opt-out of the Settlement.

6.3. Responsibilities of PAGA Counsel: PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.4. Duty to Cooperate: If the Parties disagree on any aspect of the proposed 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 Court does not grant approval or conditions 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 Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration 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. Defendants estimate that there were approximately 325 Aggrieved Employees who worked approximately 8,043 PAGA Pay Periods between March 26, 2023 and December 12, 2025. If the actual number of PAGA Pay Periods during the PAGA Period exceeds the above pay

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period estimate by more than 10% (i.e., if the total number of PAGA Pay Periods exceed 8,847 during the PAGA Period), Defendants will have the option to either: (1) end the PAGA Period on a date the number of PAGA Pay Periods does not exceed 8,847, or (2) elect to have the Gross Settlement Amount increase proportionately for each additional pay period over 10% more than 8,043 (e.g., if there is an 11% increase in the number of pay periods during the PAGA Period, Defendants would agree to increase the Gross Settlement Amount by 1%). If the second option is selected, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of Attorneys' Fees remains 35% of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

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 and Cost Award, 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 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 grant Approval or enter Judgment, 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).

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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.

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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. 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.

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

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

To Plaintiff:

D.Law, Inc.
Roman Shkodnik
r.shkodnik@d.law
Emma Geesaman
e.geesaman@d.law
Enoch J. Kim
e.kim@d.law
Arianna N. Razi
a.razi@d.law
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendants:

Littler Mendelson, P.C.
Noah J. Woods
nwoods@littler.com
501 W. Broadway, Suite 900
San Diego, CA 92101
Telephone: (619) 232-0441
Fax: (619) 232-4302

Gordon Rees Scully Mansukhani
Omer Rangoonwala
orangoonwala@grsm.com

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101 W. Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 230-7488

10.15. 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.

10.16. 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.

Dated: 10/21, 2026

Barry Vincent Adams

DocuSigned by:
17B98D1C1854483...

Dated: _____, 2026

RMD Group, LLC

_____

By: _____

Title: _____

Dated: _____, 2026

376 5th LLC

_____

By: _____

Title: _____

Approved as to form and content:

Docusign Envelope ID: 37F5E0F0-64F2-87E4-8158-66CA2B6A55A8

Dated: October 23, 2026

D.LAW, INC.

Roman Shkodnik, Esq.
Emma Geesaman, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiff Barry Vincent Adams

Dated: _____, 2026

GORDON REESE SCULLY MANSUKHANI, LLP

Omer Rangoonwala
Attorneys for Defendant
RMD Group, LLC

Dated: _____, 2026

LITTLER MENDELSON, P.C.

Noah J. Woods
Attorneys for Defendant
376 5th LLC

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND APPROVAL

<<Mailing Date>>

[APEX LETTERHEAD]

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

Re: Settlement Payment from San Diego County Superior Court Case No. 37-2024-00014140-CU-OE-CTL

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

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Barry Vincent Adams v. 376 5th LLC et al.* (the "Action").

The Action against 376 5th, LLC ("376 5th") and RMD Group, LLC ("RMD Group") (together, "Defendants") includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq*. ("PAGA"). The Action was brought by Plaintiff Barry Vincent Adams ("Plaintiff"), a former employee of Defendants, on behalf of the State of California and all individuals who worked for RMD Group and/or 376 5th as non-exempt employees in California at any time from March 26, 2023, through January 11, 2026 ("PAGA Period"). You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff's PAGA claims, and on <<DATE>>, the Court approved the parties' PAGA settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalties goes to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining portion of the civil penalties goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff s claims.

The amount allocated to aggrieved employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the aggrieved employees worked for Defendants during the PAGA Period. Based on Defendants' records **your Individual PAGA Payment is $_____**. This is based on Defendants' records showing that **you worked _____ PAGA Pay Periods** during the PAGA Period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be transmitted by the Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release

includes 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.

If you have any questions, you can contact Apex Class Action Administration, the Administrator, at _____-_____-_____

EXHIBIT 2

D.Law

880 E. Broadway
Glendale, CA 91205

(818) 962-6465
(818) 962-6469

March 26, 2024

VIA ON-LINE SUBMISSION ONLY TO:
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

Michael Georgopoulos, Agent for Service
376 5th LLC dba Huntress Steak & Whiskey Society
614 5th Ave.
San Diego, CA 92101
Certified Mail Tracking Number: 9414 8112 0620 4367 4158 04

Michael Georgopoulos, Agent for Service
RMD Group, LLC
614 5th Ave., Suite A
San Diego, CA 92101
Certified Mail Tracking Number: 9414 8112 0620 4367 4104 41

Re: Labor Code § 2698, *et seq*. Penalties – PAGA Notice Letter to the LWDA
Adams v. 376 5th LLC dba Huntress Steak & Whiskey Society, et al.

Gentlepersons:

This office represents Plaintiff Barry Vincent Adams ("Plaintiff") and other similarly situated aggrieved non-exempt employees (collectively "Aggrieved Employees") for violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 227.3, 245 *et seq*., 246, 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"). 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, 376 5th LLC dba Huntress Steak & Whiskey Society; RMD Group LLC; 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 with a copy of Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in San Diego 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 and all of their Aggrieved Employees in California. The attached 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

Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Aggrieved Employees were not paid for the time that they worked "pre-shift" and "post-shift" without compensation by performing work tasks, such as taking out the trash, at management's request. Moreover, Employees were not paid for the time spent answering work-related phone calls while off-the-clock. In addition, Plaintiff contends that Defendants altered time punches to avoid paying Aggrieved Employees overtime. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 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 and applicable Wage Orders.

Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Moreover, Plaintiff is informed and believes and thereon alleges that all or substantially all of Defendants' hourly paid employees are subject to Defendants' policies and practices requiring them to call in or otherwise report to work without being put to work or working less than half of said employee's usual or scheduled day's work. On such days, Aggrieved Employees were not paid reporting time pay as required.

Additionally, Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay and vacation pay were calculated and paid.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods which they were consistently denied in violation of Labor Code and applicable Wage Orders. Similarly, Plaintiff and Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants have consistently failed to provide Plaintiff and 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. Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, cell phone usage and protective gear, such as rubber dishwashing gloves, which were necessary to perform their duties under Defendants' employ.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Additionally, 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. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by

the Aggrieved Employees. Moreover, 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, and total hours worked due to rounding as discussed above. Defendants failed to pay Plaintiff and Aggrieved Employees, with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants issued pay cards to Aggrieved Employees for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiff and Aggrieved Employees with checks, drafts, notes, or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, instead Defendants provided pay cards which required Plaintiff and Aggrieved Employees to incur fees to use, were not fully cashable, and were not usable at all financial institutions.

Moreover, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

Defendants also failed to provide suitable seating to Aggrieved Employees. The operations at Defendants' facilities allowed for the presence and use of a stool or seat by Aggrieved Employees during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. However, Defendant failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting.

PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

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 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 thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked "pre-shift" without compensation by performing work duties, such as taking out the trash, at management's request. Moreover, Aggrieved Employees were not paid for the time that they spent answering work-related phone calls while off-the-clock. Accordingly, Plaintiff and Aggrieved Employees were required to work without pay. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum 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 Plaintiff and 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). Plaintiff and 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, Plaintiff and 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 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 Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above including the time they worked "pre-shift" by performing work duties, such as taking out the trash, at management's request and receiving phone calls while off-the-clock caused Plaintiff and Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Plaintiff also contends that Defendants altered Aggrieved Employees' time punches to avoid paying overtime. Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

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 eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Aggrieved Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employees' detriment. Defendants have also violated these provisions by requiring Plaintiff and 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 Aggrieved 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 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Reporting Time Pay

Plaintiff also alleges that Defendants' policies and practices required Aggrieved Employees to call in or show up to work but were not put to work or worked less than half said employee's usual or scheduled day's work. On such days when Defendants required Plaintiff and Aggrieved Employees to report to work only to be sent home, they were not paid half of said Employees' usual or scheduled day's work in violation of California law. California Labor Code § 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful." Paragraph (5)(A) of the applicable IWC Wage Orders provides that "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."

In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees reporting time pay. Defendants knew or should have known that Aggrieved Employees were entitled to reporting time pay.

With their conduct, Defendants have violated California Labor Code § 1198 and Paragraph 5 of the applicable IWC Wage Orders by failing to pay reporting time pay to Aggrieved Employees. Defendants have violated the California Labor Code, including Section 1198, and regulations promulgated thereunder as herein alleged, including Paragraph 5 of the applicable IWC Wage Orders.

Failure to Pay Vacation Wages

Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which vacation wages were calculated and paid. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 227.3. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code § 227.3 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Comply with Labor Code §§ 245 *et seq.* and 246

California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l). Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 *et seq.* and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.*, 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with meal periods late and well after the fifth hour of work, could not be relieved to take their

meal periods, or were required to remain on-duty at all times and were unable to take off-duty meal periods or were otherwise not provided with the opportunity to take required meal periods.

On shifts over ten hours, second meal periods were not provided. 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. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

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 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 ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums when Defendants did attempt to pay them, resulting in further violations of section 226.7.

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 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 Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, cell phone usage and protective gear, such as rubber dishwashing gloves, which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. 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, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficiently provided meal periods and rest breaks. Additionally, 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. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions,

incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees.

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 Plaintiff and 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 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. 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 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, Plaintiff and 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 properly 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, Plaintiff and 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 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and 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 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand in Violation of Labor Code §§ 212 and 225.5

Labor Code § 212 provides that wages shall be paid on demand and without discount. In violation of Labor Code section 212, Defendant knowingly and willfully failed to issue Plaintiff and Aggrieved Employees wages payable on demand, "without discount." Defendants issued Plaintiff and Aggrieved Employees wages by pay cards. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. The pay cards provided to Plaintiff and Class members required Plaintiff and class Members to incur fees, were not fully cashable, and were not usable at all financial institutions. Accordingly, Defendants violated the express requirements of Labor Code § 212.

Labor Code § 225.5 provides for penalties for Labor Code § 212 violations including for any initial violation, one hundred dollars ($100) for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

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 §§ 225.5, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also 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 or within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and 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).

Failure to Provide Suitable Seating

Plaintiff also alleges that operations at Defendants' facilities allowed for the presence and use of a stool or seat by the Aggrieved Employees during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. California Labor Code § 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful." Paragraph (14)(A) of the applicable IWC Wage Orders provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." Paragraph 14(B) of the applicable IWC Wage Orders provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and did not allow them to sit when it did not interfere with the performance of their duties.

With their conduct, Defendants have violated California Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders by failing to provide suitable seating to Aggrieved Employees. Defendants have violated the California Labor Code, including Section 1198, and regulations promulgated thereunder as herein alleged, including Paragraph 14 of the applicable IWC Wage Orders.

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

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and 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 attached 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.

Plaintiff and 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, 212, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 227.3, 245 *et seq*., 246, 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 Plaintiff and 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 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 Plaintiff and 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 Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and 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) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Pay Vacation Wages: For Defendants' failure to provide Employees with all their vacation days in violation of Labor Code § 227.3and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(h) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand: For Defendants failure to pay reporting time pay, under Labor Code § 212 and seeking all applicable civil penalties available and applicable under Labor Code §§ 212, 225.5, 1199, and 2699(f)(2) and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(i) 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 376 5th LLC dba Huntress Steak & Whiskey Society, RMD Group, LLC, and any other named 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 Plaintiff and 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.

David Yeremian

Cc: 376 5th LLC dba Huntress Steak & Whiskey Society and RMD Group, LLC by Certified Mail

EXHIBIT 3

Adams v. 376 5th LLC Huntress Steak & Whiskey Society

Litigation Costs

Service Date		Details		Provider		Amount
3/26/24		LWDA Letter		LWDA		$ 75.00
3/26/24		LWDA Letter Postage		USPS		$ 19.58
3/27/24		Summons & Complaint		Proceed		$ 1,492.47
3/29/24		Process of Service - Summons & Complaint - 376 5th LLC		Proceed		$ 77.25
3/29/24		Process of Service - Summons & Complaint - RMD Group LLC		Proceed		$ 77.25
4/17/24		POS of Summons - Both Entities		Proceed		$ 14.42
6/5/24		First Amended Complaint		Proceed		$ 14.42
6/28/25		Notice and Acknowledgement of Receipt of FAC		Proceed		$ 14.42
10/16/24		Notice of Change of Address		Proceed		$ 15.19
10/23/24		Notice of Disassociation of Attorney		Proceed		$ 15.19
10/29/24		Request for Dismissal		Proceed		$ 15.19
3/28/25		Joint Status Conference Statement		Proceed		$ 15.19
7/10/25		Joint Status Conference Statement		Proceed		$ 17.53
11/7/25		Mediation		Judicate West		$ 3,750.00
12/10/25		Notice of Disassociation of Attorney		Proceed		$ 17.53
12/18/25		Expert Mediation Analysis		Berger Consulting Group		$ 12,352.50
1/7/26		Joint Status Conference Statement		Proceed		$ 17.53
2/2/26		Notice of Change of Address		Proceed		$ 17.53
7/9/2026		Stipulation and Order; Notice of Association		Proceed		$ 38.23
FUTURE		Motion for Approval of PAGA Settlement		Proceed		$ 80.00
FUTURE		Notice of Entry of Order		Proceed		$ 18.00
FUTURE		Dec of Class Admin re Final Distribution		Proceed		$ 18.00
				Total		**$ 18,172.42**

EXHIBIT 4

LAFFEY MATRIX

History
Case Law
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

Attorney	Total Time	Rate	Total Billable Amount
Emma Geesaman	35.2	$610.00	$21,472.00
Arianna Razi	22.6	$559.00	$12,633.40
Roman Shkodnik	18.0	$1,345.00	$24,210.00
Enoch Kim	6.3	$1,350.00	$8,505.00
Robert Payaslyan	2.2	$688.00	$1,513.60
Mason Doidge	1.1	$610.00	$671.00
Amanda Fazio	0.8	$625.00	$500.00
Total	**86.2**		**$69,505.00**

Paralegal	Total Time	Rate	Total Billable Amount
Katheryn Perez	1.2	$277.00	$332.40
Janet Linares	0.7	$277.00	$193.90
Anna Iwata	0.7	$332.00	$232.40
Jonathan Morataya	0.4	$332.00	$132.80
Jose Lopez	0.1	$277.00	$27.70
Total	**3.1**		**$919.20**

Grand Total	Total Time	Total Billable Amount
Attorneys	86.2	$69,505.00
Paralegals	3.1	$919.20
Total	**89.3**	**$70,424.20**

Staff	Entry Date	Hours	Description
Janet Linares	12/19/2023	0.5	Opened new case on Neos and uploaded all docs from SharePoint. Emailed retainer, summary of issues, class rep duties, and general authorization to DY, Silvia, Lauren, and Katheryn. Also included class size and any previous filings in email.
Emma Geesaman	1/19/2024	2.8	drafting complaint
Emma Geesaman	1/22/2024	0.1	calling client; left message
Emma Geesaman	1/22/2024	0.4	working on drafting complaint
Emma Geesaman	1/22/2024	2.3	research for complaint. pay cards and illegal agreements
Emma Geesaman	1/22/2024	3.1	drafting complaint and LWDA
Emma Geesaman	1/23/2024	0.9	drafting discovery
Emma Geesaman	1/23/2024	0.8	proof reading complaint and LWDA
Emma Geesaman	1/23/2024	0.1	calling client; left voicemail
Emma Geesaman	1/24/2024	0.4	reviewing arb agreement
Emma Geesaman	1/25/2024	0.2	calling client; left voicemail; sent email
Roman Shkodnik	1/25/2024	2.5	review complaint and LWDA letter
Emma Geesaman	1/29/2024	0.1	calling client. no answer; sent text
Emma Geesaman	1/30/2024	0.2	giving client case update
Roman Shkodnik	2/2/2024	1.5	review complaint and LWDA letter
Amanda Fazio	2/15/2024	0.8	revising discovery requests
Emma Geesaman	2/15/2024	0.1	checking complaint to make sure no dbas were listed improperly
Roman Shkodnik	3/13/2024	2.0	review complaint and LWDA letter
Roman Shkodnik	3/25/2024	3.0	review complaint and LWDA letter
Robert Payaslyan	5/10/2024	0.3	email to OPC
Robert Payaslyan	5/21/2024	0.1	emails w OPC
Robert Payaslyan	5/21/2024	0.3	emails w OPC and scheduling meet and confer
Robert Payaslyan	5/29/2024	0.8	review arbitration agreements and meet and confer with OPC
Robert Payaslyan	5/29/2024	0.7	FAC
Roman Shkodnik	5/30/2024	0.5	review FAC
Roman Shkodnik	7/18/2024	1.0	prepare stipulation regarding arbitration
Mason Doidge	8/9/2024	0.7	Drafting notice of disacciation; uploaded to dropbox when finished
Mason Doidge	8/12/2024	0.4	Finished notice of dissociation (edited parties on proof of service page)

Emma Geesaman	8/20/2024	0.1	reading email from OC re: Defendant RMD retaining new counsel; requested mediation be pushed back to Jan/Feb instead of Nov/Dec
Emma Geesaman	8/21/2024	0.3	***SEE NOTES FOR FULL TIME ENTRY*** client called
Emma Geesaman	9/3/2024	0.1	checking court docket; CMC on 9/20 canceled so CMS not needed
Emma Geesaman	9/3/2024	0.2	saw that CMS deadline was approaching; reviewed emails to see what has been happening in this case; sent Roman a message seeing if he needs a CMS drafted in case stipulation to stay the matter isnt granted by CMS deadline
Katheryn Perez	9/12/2024	0.2	draft ntc of change of address.
Roman Shkodnik	9/16/2024	0.5	talk to client
Emma Geesaman	9/17/2024	0.1	creating task for Natalia to file request for dismissal docs
Emma Geesaman	9/17/2024	0.8	drafting docs for request for dismissal of class claims and drafting tolling agreement
Emma Geesaman	9/17/2024	0.2	adding case info to chart; adding hearings and deadlines to chart; creating task to draft dismissal docs
Roman Shkodnik	9/17/2024	1.0	review tolling agreement and request for dismissal
Emma Geesaman	9/24/2024	0.3	reading email from OC; updating tolling agreement; sending to Roman; revising and sending back
Roman Shkodnik	9/26/2024	0.5	talk to OC
Emma Geesaman	12/2/2024	0.3	drafting notice of unavailability
Emma Geesaman	12/17/2024	0.2	reviewing summary of issues for new client
Janet Linares	12/18/2024	0.2	Created and added another party, Alex Ricardo Hernandez, on Neos to case and uploaded all docs from DropBox. Notified DY via RC of additional plaintiff and LDW.
Emma Geesaman	1/31/2025	0.1	***SEE NOTES FOR FULL TIME ENTRY***
Emma Geesaman	1/31/2025	0.1	***SEE NOTES FOR FULL TIME ENTRY***
Emma Geesaman	2/3/2025	0.1	responding to opposing counsel email with availability for a call on thursday or friday
Emma Geesaman	2/4/2025	0.1	creating teams meeting link for thursday and emailing meeting info to opposing counsel

Emma Geesaman	2/6/2025	0.1	call with opposing counsel to discuss new plaintiff and 535 entity; OC stated 535 was a separate entity with different ownership so a separate suit probably makes the most sense but he will follow up with us next week
Roman Shkodnik	2/26/2025	0.5	talk to OC
Emma Geesaman	2/28/2025	0.1	reading emails regarding rescheduling mediation and proposing new mediator with earlier availability
Emma Geesaman	3/6/2025	0.1	sending opposing counsel follow up email re rescheduling mediation and additional entity
Emma Geesaman	3/7/2025	0.1	reading email from OC with proposed mediator; emailing supervisor regarding proposed mediator and other options
Emma Geesaman	3/10/2025	0.1	emailing opposing counsel draft joint status report for their review
Emma Geesaman	3/10/2025	0.5	drafting joint statement
Emma Geesaman	3/11/2025	0.1	finalizing joint CMC statement for filing
Emma Geesaman	3/18/2025	0.1	sending message to litigation assistant regarding removing Hernandez from this case on Neos and creating a separate case for Hernandez
Emma Geesaman	3/19/2025	0.1	following up with opposing counsel regarding proposed mediator
Emma Geesaman	3/24/2025	0.1	emailing opposing counsel agreeing to proposed mediator and asking for OC to provide his availability in May
Emma Geesaman	3/24/2025	0.1	emailing opposing counsel; proposing additional. mediators
Emma Geesaman	3/27/2025	0.1	checking docket to se if CMC still on calendar given request for continuance
Emma Geesaman	3/28/2025	0.6	appearing for CMC
Emma Geesaman	4/3/2025	0.3	discussing mediators with supervisor; emailing OC back agree to mediate with Dan turner; emailing Dan turner's assistant for availability
Emma Geesaman	4/3/2025	0.2	checking availability on dates provided by mediator; emailing opposing counsel back re our availability and date preferences
Emma Geesaman	4/4/2025	0.1	emailing OC informal requests and deadlines to produce

Emma Geesaman	4/4/2025	0.2	extracting case caption page; emailing mediator's admin case caption, reserving date, and asking to be placed on cancelation list
Emma Geesaman	4/4/2025	0.1	adding mediation date to calendar and case notes
Katheryn Perez	4/8/2025	0.1	tried calling client to inform of mediation
Emma Geesaman	4/10/2025	0.1	signing confidentiality agreement and emailing to mediator's assistant
Emma Geesaman	4/21/2025	0.1	adding mediation checklist; marking complete already finished items
Katheryn Perez	7/3/2025	0.1	complete checklist items
Anna Iwata	7/10/2025	0.1	uploaded joint conference statement
Emma Geesaman	7/10/2025	0.3	drafting joint statement
Emma Geesaman	7/10/2025	0.1	emailing OC joint statement and following up re: doc production
Emma Geesaman	7/10/2025	0.1	finalizing joint statement for filing; creating task for admin to file
Emma Geesaman	7/30/2025	0.1	checking docket to see if status conference still on calendar
Anna Iwata	8/1/2025	0.2	Uploaded hearing memo and calendared status conference
Emma Geesaman	8/1/2025	0.8	appearing for CMC
Emma Geesaman	8/1/2025	0.1	adding next status conference to hearing chart; calendaring hearing and joint statement deadline
Anna Iwata	8/6/2025	0.4	Uploaded costs from Dropbox
Emma Geesaman	8/19/2025	0.1	call with client; gave case update
Katheryn Perez	9/9/2025	0.1	email margarita mediation invoice.
Katheryn Perez	9/18/2025	0.1	check status of case.
Katheryn Perez	9/18/2025	0.1	check on status of case.
Katheryn Perez	9/26/2025	0.1	check conformed complaint.
Emma Geesaman	10/22/2025	0.1	reviewing email from mediator; calendaring deadlines to pay fee and cancel mediation
Emma Geesaman	10/29/2025	0.1	responding to OC email re: doc production
Emma Geesaman	11/25/2025	0.2	reviewing prior emails; sending follow up to OC
Emma Geesaman	11/26/2025	0.2	call with senior re: mediation
Emma Geesaman	12/4/2025	0.5	downloading doc production; emailing expert production and summary of claims
Emma Geesaman	12/4/2025	0.1	sending OC follow up email
Emma Geesaman	12/5/2025	0.4	reviewing email from expert; reviewing data produced; emailing OC re: same
Emma Geesaman	12/8/2025	0.1	call with client

Emma Geesaman	12/8/2025	2.8	drafting mediation brief
Emma Geesaman	12/9/2025	0.1	sending email to expert
Emma Geesaman	12/10/2025	0.9	finished drafting mediation brief
Emma Geesaman	12/11/2025	0.4	finalizing mediation brief; messaging admin re: same; emailing mediator brief
Roman Shkodnik	12/11/2025	3.0	review mediation brief
Emma Geesaman	12/12/2025	4.0	attending mediation
Katheryn Perez	12/12/2025	0.1	upload mediation brief and mediation expert analysis.
Emma Geesaman	12/15/2025	0.1	reviewing mediators proposal
Emma Geesaman	12/15/2025	0.1	call with client to go over mediators proposal
Emma Geesaman	1/4/2026	0.5	drafting individual settlement agreement
Emma Geesaman	1/5/2026	0.2	drafting PAGA payment letter
Emma Geesaman	1/5/2026	0.3	drafting joint report and sending to OC
Emma Geesaman	1/7/2026	0.2	responding to OC email; finalizing joint report; creating task for admin to file
Emma Geesaman	1/7/2026	0.6	drafting PAGA settlement agreement
Katheryn Perez	1/13/2026	0.1	Upload conformed copy.
Emma Geesaman	1/16/2026	0.1	reviewing cost log
Katheryn Perez	1/16/2026	0.1	update phone number
Emma Geesaman	1/22/2026	0.1	checking docket to see if CMC still on calendar
Emma Geesaman	1/23/2026	0.1	sending follow up email to OC
Emma Geesaman	1/23/2026	1.2	attending CMC
Emma Geesaman	1/23/2026	0.1	calendaring hearing date and filing deadline; adding to notes
Roman Shkodnik	1/26/2026	2.0	review settlement agreements
Emma Geesaman	2/3/2026	0.1	sending OC follow up email
Emma Geesaman	3/2/2026	0.2	sending requests for quotes to admins
Emma Geesaman	3/3/2026	0.1	downloading and viewing quote from admin
Emma Geesaman	3/4/2026	0.1	viewing and downloading quote from admin
Emma Geesaman	3/5/2026	0.4	revising individual and PAGA settlement agreement and notice
Emma Geesaman	5/20/2026	0.1	call with admin re: status of case
Emma Geesaman	5/21/2026	0.1	calendaring 5 year rule deadline
Emma Geesaman	5/26/2026	0.2	drafting case status update for settlement team
Emma Geesaman	5/29/2026	0.1	responding to in firm message re: status of case
Katheryn Perez	5/29/2026	0.1	Confirm with EG that no MOU has been executed in the case.

Arianna Razi	6/3/2026	4.2	Review and revise individual settlement agreement, PAGA settlement agreement, and settlement payment letter.
Emma Geesaman	6/3/2026	0.1	responding to settlement team messages re: ind agreement
Emma Geesaman	6/3/2026	0.2	responding to message from settlement team re: mediators proposal
Arianna Razi	6/4/2026	1.4	Draft joint stipulation and proposed order to continue PAGA Approval Hearing.
Emma Geesaman	6/8/2026	0.1	sending settlement team summary of case
Enoch Kim	6/9/2026	2.2	Review and revise settlement agreement and payment letter; confer with AR re same.
Arianna Razi	6/10/2026	1.2	Review Enoch Kim's revisions to individual settlement agreement, PAGA settlement agreement, and PAGA payment letter. Draft correspondence to opposing counsel regarding the same.
Emma Geesaman	6/10/2026	0.2	reviewing client docs for birthday; messaging settlement team re: same
Jose Lopez	6/12/2026	0.1	Case review meeting with settlements team re upcoming deadlines and hearings
Arianna Razi	6/15/2026	0.2	Draft correspondence to defense counsel re: joint stipulation.
Jonathan Morataya	6/16/2026	0.1	Reviewed case to identify pending tasks and potential work assignments. I communicated findings to Paralegal Manager for workload allocation and case support.
Jonathan Morataya	7/9/2026	0.3	Reviewed case to ensure PAGA approval hearing accuracy and message AR about this.
Arianna Razi	7/10/2026	0.2	Draft email to opposing counsel re: continued PAGA approval hearing.
Emma Geesaman	7/10/2026	0.1	checking court docket for next hearing; calendaring approval hearing and filing deadline
Arianna Razi	8/7/2026	0.1	Draft email to opposing counsel following up re: status of review of settlement agreements.
Arianna Razi	8/27/2026	1.2	Draft proposed order and judgment.
Arianna Razi	8/27/2026	0.4	Draft cover page for administrator's declaration and circulate to administrator.
Arianna Razi	8/27/2026	0.2	Draft email to opposing counsel re: status of settlement agreement review.

Arianna Razi	8/27/2026	0.3	Review administrator's finalized declaration.
Arianna Razi	8/27/2026	2.2	Begin drafting Enoch Kim's declaration in support of motion for PAGA approval.
Arianna Razi	8/31/2026	2.1	Continue drafting Enoch Kim's declaration in support of motion for PAGA approval.
Arianna Razi	8/31/2026	2.9	Draft notice of motion and memorandum of points and authorities in support of motion for PAGA approval.
Arianna Razi	9/8/2026	0.2	Draft email to opposing counsel re: review of PAGA settlement agreement and individual settlement agreement.
Arianna Razi	9/17/2026	1.1	Review defense counsel's revisions to PAGA settlement agreement and individual agreement. Make additional revisions to both.
Arianna Razi	9/17/2026	1.2	Revise and update motion for PAGA approval papers.
Arianna Razi	9/17/2026	0.2	Draft email to opposing counsel re: settlement agreements.
Enoch Kim	9/17/2026	1.5	Review and revise PAGA settlement agreement and PAGA payment letter; confer with AR re same
Arianna Razi	9/23/2026	0.2	Circulate joint stipulation to opposing counsel.
Arianna Razi	9/23/2026	0.4	Speak to opposing counsel on the phone re: settlement agreements. Confer with EK regarding the same.
Enoch Kim	9/23/2026	0.6	Draft correspondence to defense counsel re settlement; confer with AR re settlement and motion status and consider next steps; review correspondence from defense counsel.
Emma Geesaman	9/29/2026	0.1	checking docket for update on stipulation
Emma Geesaman	10/8/2026	0.1	checking docket; recalendaring motion hearing date and motion filing deadline
Arianna Razi	10/13/2026	0.4	Make additional revisions to settlement agreements.
Arianna Razi	10/16/2026	0.2	Draft email to opposing counsel re: settlement agreements.
Arianna Razi	10/21/2026	0.2	Speak to client on the phone re: agreements.
Arianna Razi	10/21/2026	0.4	Revise memorandum of points and authorities and EK's declaration. Circulate motion papers to opposing counsel.

Enoch Kim	10/21/2026	2.0	Review and revise motion for PAGA approval; confer with AR re same.
Arianna Razi	10/23/2026	0.2	Review correspondence from opposing counsel re: agreements. Draft correspondence in response regarding the same.
Arianna Razi	10/23/2026	0.2	Draft correspondence to opposing counsel re: agreements.
Arianna Razi	10/26/2026	1.1	Review attorney time logs and incorporate into motion papers.

EXHIBIT 6