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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

ILANA MEISLIK, on behalf of herself, and aggrieved California-based non-exempt employees, Plaintiff, vs. LAMKONE RESTAURANTS INC., a California corporation; WAHOO'S FISH TACO, LLC, and DOES 1 through 10, inclusive; Defendants	Case No: 30-2024-01391500-CU-OE-CXC **DECLARATION OF MICHELLE B. BAKER IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION TO APPROVE PAGA SETTLEMENT** Date: May 28, 2026 Time: 2:00 p.m. Judge: Judge McCormick Dept.: CX105 Reservation No.: 74799138

I, MICHELLE B. BAKER, declare as follows:

1. I am the managing partner of the law firm of BAKER LAW GROUP, LLP, counsel of record for Plaintiff Ilana Meislik ("Plaintiff") in this matter. As such, I am fully familiar with the facts, pleadings, and history of the matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein. This declaration is being submitted in support of the Motion for Approval of PAGA Settlement with Defendants LAMKONE RESTAURANTS INC. and WAHOO'S FISH TACO, LLC; ("Defendants").

2. A true and correct copy of the fully executed PAGA Settlement Agreement ("Agreement") is attached hereto as Exhibit No. 1.

3. A true and correct copy of Plaintiff's April 3, 2024, Notice of Violations filed with the Labor and Workforce Development Agency and April 16, 2024 Amended Notice of Violations ("PAGA Notice") is attached hereto as Exhibit No. 2.

4. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of PAGA Settlement, is attached hereto as Exhibit No. 3.

5. A true and correct copy of the Baker Law Group "Time and Billing Journal" as of March 12, 2026, is attached hereto as Exhibit No. 4.

6. A true and correct copy of the Baker Law Group "Cost Transaction Summary" as of March 12, 2026, is attached hereto as Exhibit No. 5.

7. A copy of the proposed notice to Aggrieved Employees is attached as Exhibit No. 6.

I. INTRODUCTION

8. An objective evaluation of the proposed settlement confirms that the relief negotiated on behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive and mediated negotiations between experienced counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of the Agreement.

9. PAGA Counsel's Qualifications are set forth as follows:

a. I am a 1998 University of San Diego graduate, admitted to the California State Bar in 1998. I have been admitted to practice before the following courts: the highest court of the State of California since December 1998; Southern District of California (April 2000); Central District of California (May 2002); Eastern District of California (July 2007); District of Colorado (May 2001); and all California State Courts.

b. I have handled employment law actions with a focus on wage and hour issues and FEHA violations during the entire 28 years that I have been licensed as an attorney. I have focused solely on employment law matters since 2006 and have extensive background in the prosecution and settlement of the types of claims alleged in this matter. I have handled various Class Action matters. Practice in the narrow area of wage-and-hour class litigation requires knowledge and skill of the constantly evolving substantive law as well as the procedural requirements of class action litigation.

c. Over the past two decades I have held membership in: California Employment Lawyers Association (CELA), Consumer Attorneys of San Diego (CASD), Consumer Attorneys Association of Los Angeles (CAALA) and the American Bar Association Employment Division.

d. I have argued employment law matters specific to wage and hour, including those of first impression, before the Court of Appeals, Fourth Appellant District. The most current published ruling being *Correia v. NB Baker Electric., Inc.* D073798.

e. Most recently in 2021 I was appointed as Class Counsel in the certified class and PAGA matter of *Stiller v. MModal Services, LTD* San Bernardo Court Case No. CIVDS1701377 which settled for $2.3 million on behalf of approximately 647 class and PAGA members; Judge Cohn awarded 33.33% in fees.

f. The Laffey Matrix for attorneys practicing 20 plus years is $919 per hour. In 2022 I was awarded in Arbitration of a wage and hour matter an hourly rate of $750.00 in *Ziomek v. Hustler Hollywood-San Diego, LLC*.

II. PROCEDURAL AND FACTUAL BACKGROUND

A. <u>Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against Defendant</u>

10. On June 21, 2024, Plaintiff Meislik filed a First Amended Complaint ("FAC") against Defendants in the Superior Court for Orange County, Case Number 30-2024-01391500-CU-OE-CJC. The FAC alleged ten causes of action for Plaintiff's individual claims, as well as civil penalties under the Private Attorney Generals Act: 1) Failure to Pay Minimum Wages, 2) Failure to Provide Meal Periods, 3) Failure to Authorize or Permit Rest Periods, 4) Failure to Timely Pay Final Wages, 5) Failure to Provide Adequate Pay Stubs, 6) Private Attorneys General Act, Cal. Lab. Code § 2698 et seq., 7) Violation of Cal. Lab. Code §§ 226, 1198.5, 8) Retaliation for Working Conditions Complaint, Cal. Lab. Code § 6310, 9) Retaliation for Reporting Illegal Violation, Cal. Lab. Code § 1102.5 and 10) Wrongful Constructive Termination in Violation of Public Policy.

11. On April 3, 2024, and amended on April 16, 2024, Plaintiff, on behalf of herself and on behalf of other Aggrieved Employees, served Defendants and the LWDA with a Notice of Violations ("PAGA Notice") and draft complaint memorializing claims against Defendants for alleged violations of the California Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; and failure to timely pay wages due during, and upon termination of employment. (Case No.: LWDA-CM-1020261-24).

12. The 65-day "waiting period" on Plaintiff's right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

13. On October 21, 2025, the Parties participated in an all-day mediation presided over by William Kampf, Esq., an experienced mediator of wage and hour representative actions. In advance of the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate Defendant's potential liability exposure. Among the data and documents Defendant produced included, but was not limited to, the total number of Aggrieved Employees, pay periods, employee handbooks, and hundreds of documents of time and payroll data.

14. The Parties' mediation resulted in a settlement of Plaintiff's PAGA claims and was memorialized in the form of a Memorandum of Understanding ("MOU"). After reaching an agreement in the principle, the Parties drafted and negotiated a long-form settlement which is the subject of the instant motion. The Settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain representative claims and establishing manageability, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation, and was reached after extensive arm's length negotiations, with the assistance of William Kampf, Esq.

15. The Settlement is intended to fully and finally resolve the Released PAGA Claims asserted by Plaintiff on behalf of herself, the LWDA, and the State of California. This is only a

Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that is not a PAGA claim. Nor does this Settlement waive Defendant's right to assert *res judicata* or other available defense to any asserted claim or lawsuit.

16. Pursuant to California Labor Code Section 2699(l), Plaintiff is providing a copy of the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

III. TERMS OF THE PAGA SETTLEMENT

17. The PAGA settlement is subject to Court approval consistent with Labor Code § 2699(l)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount payment in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction of a PAGA Counsel Award in the amount Thirty-Five Thousand Dollars and Zero Cents ($35,000.00), comprised of 35% of the Gross Settlement Amount, reimbursement of incurred litigation expenses in an amount not to exceed Six Thousand Five Hundred ($7,000.00), Claims Administration Costs which will not exceed Nine Thousand Dollars and Zero Cents ($9,000.00), and a Five Thousand Dollar ($5,000.00) Representative Service Payment to Plaintiff. Agreement generally at §§ 3.1; 3.2. After these deductions, the amount remaining is the "PAGA Penalties," which is estimated to be $44,000.00.

18. The Gross Settlement Amount will be used to satisfy the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Representative Service Payment to Plaintiff, and the Administrator's Expenses Payment.

19. Of the PAGA Penalties Payment, seventy-five percent (75%) shall be paid to the LWDA and the remaining twenty-five percent (25%) shall be paid to the Aggrieved Employees.

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

20. The Gross Settlement Amount of $100,000.00 is fair and reasonable and, therefore, should be approved. Here, the PAGA penalties, Defendant's liability exposure is estimated at

approximately $1,627,047 in stacked PAGA Penalties.

21. The parties estimated approximately 287 aggrieved employees and at least 22,255 pay periods during the PAGA period; for exposure purposes Plaintiff assumed one violation per pay period per employee, as follows:

Claim	Penalty Amount	Number of Pay Periods	Violation Rate	Total Penalties
Unlawful Tip Pooling Cal. Labor code §§ 351, 353	$100	3,922	14% of PAGA Pay Periods	$311,570
Meal Period Violations Cal. Labor Code §§ 226.7 and 512	$50	3,922	10% of PAGA Pay Periods	$111,275
Rest Period Violations Cal. Labor Code §§ 226.7 and 512	$50	3,922	10% of PAGA Pay Periods	$111,275
Wage Statement Violations Cal. Labor Code §§ 226 and 226.2	$250	3,922	14% of PAGA Pay Periods	$311,570
Waiting Time Penalties Cal. Labor Code § 203	$16.50/hr x 5.5hr work days x 30 days	287 terminations		$781,357

22. Plaintiff alleges that Defendants failed to pay all wages owed to Plaintiff and other Aggrieved Employees as a result of their unlawful tip pooling policy that occurred at select locations, which diverted gratuities to managers and supervisors in violation of Labor Code section 351. Because gratuities are the sole property of the employees to whom they are left, Defendants' diversion of those amounts resulted in underpayment of wages and derivative violations, including inaccurate wage statements and failure to timely pay all wages due. Defendants deny these allegations and contend their tip pooling practices complied with California law and that employees were properly compensated. Taking into account Defendants' defenses, the records produced, and the litigation risks associated with proving violations on a representative basis, Plaintiff estimates Defendants' exposure for these claims exceeds $311,570 in potential PAGA penalties arising from unlawful tip pooling practices alone.

23. Plaintiff alleges that recorded meal breaks were short, late, or missed approximately 10% of the time, and that some "compliant" meal periods were in fact on-duty. Accounting for Defendant's assertion that it paid meal premiums and maintained compliant policies, Plaintiff estimates exposure of approximately $111,275.

24. Plaintiff alleges that Aggrieved Employees were denied compliant rest breaks due to workload and staffing, or required to remain on duty. Defendant denies this and contends that breaks were properly provided or voluntarily waived. Considering the evidentiary risks, exposure is estimated at $111,275.

25. Plaintiff alleges derivative liability for inaccurate wage statements and waiting time penalties arising from Defendants' unlawful tip pooling practices and failure to pay all wages owed. Because Defendants' paystubs reflected gratuity amounts that were improperly reduced to account for gratuities distributed to managers and supervisors, Plaintiff contends the wage statements were inaccurate and failed to allow employees to determine the wages lawfully owed, in violation of Labor Code section 226. Plaintiff further alleges that, upon separation, Aggrieved Employees were not paid all wages due, including unlawfully diverted gratuities, giving rise to waiting time penalties under Labor Code section 203. Defendants deny these allegations and contend their wage statements were compliant and that all wages owed were timely paid. Because these derivative penalties require proof of knowing and intentional violations and are subject to significant litigation risk and potential reduction under Labor Code section 2699(e)(2), Plaintiff conservatively estimates Defendants' exposure for wage statement penalties at approximately $311,570 and waiting time penalties at approximately $781,357.

26. In light of the above, the Gross Settlement Amount of $100,000.00 represents approximately 6% of the maximum theoretical PAGA exposure of $1,627,047.00. However, courts routinely reduce PAGA penalties by 70% to 90% pursuant to Labor Code section 2699(e)(2), resulting in realistic recoverable penalties between approximately $488,114.00 and $162,705.00. Accordingly, the $100,000 settlement represents approximately 20% to 61% of realistic potential recovery, which strongly supports approval as fair and reasonable under the circumstances.

27. The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued litigation. Defendant's maximum exposure to PAGA penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued litigation including, but not limited to, Defendant's defenses. *See*, *Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant argued that it can only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In

other words, to recover any civil penalties, Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ["Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."].) To do this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code violation, which would be difficult to do, since Defendant deny any liability or wrongdoing of any kind associated with the claims alleged in this action.

28. Thus, Defendant contended that Plaintiff would be required to "prove Labor Code violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil penalties under PAGA." *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009). When "determining whether the employer committed Labor Code violations with respect to each employee" is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off. Superstore,* 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021).

29. Finally, the maximum penalty figure does not consider that Courts have complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] 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." (Cal. Lab. Code § 2699(e)(2)). In fact, Courts routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to $5 per pay period; "Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly took the circumstances proffered by Starbucks into consideration when it imposed the penalty … only $5 per initial violation"); *Kaanaana v. Barrett Bus. Servs., Inc*., 29 Cal App 5th 778, 788 (2018), review granted on other grounds (noting that the trial court "exercised its discretion to reduce the [PAGA] penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of 13 percent of the 30-minute meal period"); *Fleming v. Covidien, Inc*., 2011 WL 7563047, *4 (C.D. Cal. 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs' section 226 claims from $2,800,000 to $500,000 because the employees suffered no injuries as a result of the erroneous wage statements and made no complaints about the errors or omissions in the wage

statements, thus reducing the maximum penalty by 82%); *see also*, *Gola v. University of San Francisco*, *90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh'g denied (May 15, 2023), review denied (July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc., 15 Cal. 5th 1056, 547 P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in light of Defendant's arguments.

30. Given Defendant's defenses to the claimed Labor Code violations at issue, the risks and costs of continued litigation, and Defendant's financial condition, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length.

31. The LWDA has been provided with notice of this motion and the PAGA settlement, and the decision of LWDA to accept the PAGA settlement and not oppose the motion should be given considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and protect its own rights.

32. Although PAGA requires that a court approve the proposed PAGA settlement, Labor Code § 2699(1) does not require that a court approve any other elements of the proposed settlement. Because there are no class allegations for which Plaintiff seeks approval, the approval provisions applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for attorneys' fees and costs are reasonable.

33. Separate from the PAGA settlement, Plaintiff entered into an individual settlement with Defendant in which she granted Defendant a broad release of all claims. Plaintiff will file this settlement agreement under seal for the Court to review in camera, at the Court's request. Plaintiff separately received $65,000, inclusive of attorney fees, in settlement of her individual claim for wrongful termination associated with her allegation of reporting Defendant to OSHA for its operations at the site Plaintiff worked.

V. PAGA COUNSEL FEES AND EXPENSES PAYMENT ARE FAIR AND REASONABLE

34. PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys'

fees in the amount of $35,000.00 (35% of the Gross Settlement Amount), reimbursement of litigation costs not to exceed $7,000.00.[1] PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for experience wage and hour counsel.

35. The requested PAGA Counsel Award of $35,000.00 for attorneys' fees and reimbursement of litigation expenses of up to $7,000.00 is fair, reasonable, and justified by the result achieved.

36. PAGA Counsel negotiated a recovery of One Hundred Thousand Dollars and Zero Cents ($100,000.00), and this result justifies the requested fees equal to one third of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendant's defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to overcome. Here, several defenses asserted by Defendant present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendant asserted that its employment practices complied with all applicable labor laws. If successful, Defendant's factual and legal defenses would eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendant maintains that these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to monetary relief.

37. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation experience. I can, will, and have adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

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[1] As detailed *infra,* at the time of filing this motion, Plaintiff's Counsel incurred $5,927.32 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

38. My credentials are reflected in Paragraph 9 above.

39. Baker Law Group's rates are comparable to those judicially approved for other plaintiff's firms, such as Baron & Budd (rates ranging from $775 for the requested partner to $390-$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from $670-$750 for partners and $300-$500 for associates), and Blood Hurst & Rearden ($510-$695 for partners). See Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range. *See e.g., Kearney v. Hyundai Motor Am*., 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of $650 -$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between $445 and $675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011)(Approving hourly rates of $650 an hour for partners and $500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc*., No 37-2008-00096019 (San Diego Superior Court, August 27, 2010)($695 to $750 an hour for partners and $495 for associates*); Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)($700 for partners and $475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)($655- $750 for partners and $300 – 515 for associates); *Luquetta v. Regents of Cal*., CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between $550 and $850 per hour); and *Holoway v. Best Buy Co*., C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between $825 and $700, and associates hourly rates between $355 and $405 an hour).

40. As of March 12, 2026, Baker Law Group, LLP incurred a total lodestar of $98,430.00 for 115.8 hours worked by attorney successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time and Billing Journals for Baker Law Group are attached hereto as <u>Exhibit No.4</u>.

41. PAGA Counsel spent a total of 115.8 hours successfully litigating this matter for a total loadstar of $98,430. Thus, the Attorneys' Fee request is equal to Class Counsel's loadstar with a <u>negative</u> 0.35 multiplier.

42. Prior to incurring costs for filing of this motion, PAGA Counsel expended $5,927.32 prosecuting this action.

43. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

44. After a reasonable inquiry, I am not aware of other representative actions that would be affected by this settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of March 2026, at San Diego, California.

By: Michelle B. Baker

Michelle B. Baker
Attorney for Plaintiff

<u>Exhibit No. 1</u>

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Ilana Meislik ("Plaintiff"), on behalf of similarly situated aggrieved PAGA members, and Defendants Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc. (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" the matter entitled *Ilana Meislik on behalf of herself and all aggrieved California-based non-exempt employees vs. Lamkone Restaurants, Inc. a California Corporation; Wahoo's Fish Taco, LLC.* Orange County Superior Court Case No. 30-2024-01391500-CU-OE-CJC, the First Amended Demand filed on or about June 21, 2024.

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 this Settlement.

1.4 "Aggrieved Employee" consists of all persons within the State of California who are or were employed by Defendants in the State of California as a non-exempt and/or hourly employee during the PAGA Period (defined below).

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's full 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 "Court" means the Superior Court of California, County of Orange.

1.8 "Defendants" means Defendants Lamkone Restaurants, Inc. a California Corporation and Wahoo's Fish Taco, LLC

1.9 "Defense Counsel" means James Fessenden and Benjamin P. Carney of Fisher & Phillips LLP.

1.10 "Effective Date" means the date by when the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.11 "Gross Settlement Amount" means $100,000.00 which is the total amount Defendants agree to pay under the this PAGA Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the representative award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment. The remaining funds from the Gross Settlement Amount shall be the Net Settlement Amount (section 1.16 below).

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

1.13 "Judgment" means the judgment entered by the Court based upon approval of the Settlement.

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

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

1.16 "Net Settlement Amount" means the remining funds from the Gross Settlement Amount, less the representative award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment. The following payments will be made from the Net Settlement Amount in the amounts approved by the Court: Individual PAGA Payments and the LWDA PAGA Payment.

1.17 "PAGA Counsel" means Michelle B. Baker and Kelsey Aliabadi of Baker Law Group, LLP, the attorney representing the Plaintiff in the Action.

1.18 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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

1.20 "PAGA Period" means the period from April 3, 2023, through the date the settlement is approved by the court.

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

1.22 "PAGA Notice" means Plaintiff's April 16, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

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

1.24 "Plaintiff" means Ilana Meislik, the named plaintiff in the Action.

1.25 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26 "Released PAGA Claims" means the claims being released by the Plaintiff, the Aggrieved Employees, PAGA Counsel, and the LWDA as described in Paragraph 5 below.

1.27 "Released Parties" shall include Defendants Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc. and any agents, officers, directors, stockholders, parent corporations, subsidiaries, affiliates, partners, attorneys, predecessors, and successors in interest, insurers, and assigns, and all other legal entities.

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

1.29 "Settlement Notice" means the Notice of PAGA Settlement which shall be sent to all Aggrieved Employees in conjunction with the check for their Individual PAGA Payment, substantially in the form attached hereto as Exhibit A. The Settlement Notice shall contain: (i) a summary of the provisions of the Agreement; (ii) the number of pay periods worked by the Aggrieved Employee; (iii) the Aggrieved Employees' Individual PAGA Payment; and additional information required by Court.

2. RECITALS.

2.1 On April 3, 2024, Plaintiff commenced this Action by filing a Complaint alleging individual causes of action against Lamkone Restaurants, Inc. for failure to pay minimum wage; failure to provide meal periods; failure to authorize or permit rest periods; failure to timely pay final wages; failure to provide adequate pay stubs; Private Attorneys General Act (Cal. Lab. Code § 2698 et seq.); violation of Cal. Lab. Code §§ 226 and 1198.5; retaliation for working conditions complaint under Cal. Lab. Code § 6310; retaliation for reporting illegal violation under Cal. Lab. Code § 1102.5; and wrongful constructive termination in violation of public policy. On June 21, 2024, Plaintiff filed a First Amended Complaint alleging the same causes of action, adding Wahoo's Fish Taco, LLC as a defendant. The First Amended Complaint is the Operative Complaint in the Action (the "Operative Complaint").

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 Defendants deny the allegations in the Operative Complaint including, but not limited to, those that serve as the basis for the Released PAGA Claims, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged. To the extent any allegations in the Operative Complaint contend that Defendants ever maintained policies or procedures that were inconsistent with California law, which Defendants specifically deny, Defendants contend that its policies have been audited to ensure continued compliance.

2.4 On October 21, 2025, the Parties participated in an all-day mediation presided over by William O. Kampf. Following the mediation, the Parties continued to negotiate and exchange data and information which led to this Agreement to settle the Action.

2.5 The Parties have entered into a separate Confidential Settlement Agreement and Release (the "Individual Settlement Agreement") regarding Plaintiff's individual, non-PAGA claims. In the Individual Settlement Agreement, Plaintiff expressly waives and relinquishes, among other things, the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code. The Individual Settlement Agreement is contingent on Court approval of this Agreement, and this Agreement is contingent on execution and compliance with the Individual Settlement Agreement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $100,000.00 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 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to 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 its approval of the Settlement:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment not to exceed $35,000 (i.e., 35% of the Gross Settlement Amount) and a PAGA Counsel Litigation Expenses Payment, in an amount as documented in PAGA Counsel's billing statement. Defendants will not oppose requests for Court approval of these payments. Plaintiff and/or PAGA Counsel will file a request for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy taxes owed on PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment received by PAGA Counsel.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $25,000.00 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 $25,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Plaintiff: A representative award to Plaintiff in an amount not to exceed $5,000.00 except for a showing of good cause and as approved by the Court. The representative award is intended to compensate Plaintiff for her time, effort, initiative and risk incurred on behalf of all Aggrieved Employees and to compensate her for her general release of claims. To the extent the Court approves payment less than $5,000.00 to Plaintiff, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments of the Net Settlement Amount.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Individual PAGA Payments of the Net Settlement Amount by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Individual PAGA Payments will be designated as 100% penalties. If required, the Settlement Administrator will be responsible for issuing to an IRS Form 1099 to Aggrieved Employees for their Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Data. Within 30 calendar days of the Effective Date, 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 and PAGA Counsel who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 calendar days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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. Individual PAGA Payments shall be accompanied by a PAGA Settlement Notice, substantially in the form attached hereto as Exhibit A. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Before mailing any checks, the Settlement 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 retuned undelivered without USPS forwarding address. Within 7 business 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 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

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

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences [that occurred during the PAGA Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 <u>Plaintiff's Waiver of Rights Under California Civil Code Section 1542</u>. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 <u>Release by Aggrieved Employees</u>: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including but not limited to violation of California Labor Code Sections §§ 201, 202, 203, 226, 226.7, 351, 353, 510, 512, 55, 1182.12, 1194, 1194.2, 1197, 1198, and 1198.5, and Violation of Applicable Industrial Welfare Commission Wage Order(s) that are based on the facts of the Action and the PAGA Notices submitted by Plaintiff to the LWDA that occurred during the PAGA Period.

5.3 <u>Release by PAGA Counsel</u>: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION, APPLICATION, OR STIPULATION FOR APPROVAL OF SETTLEMENT.

6.1 <u>Plaintiff's Responsibilities</u>. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement and Entering Judgment Thereon; (ii) a signed declaration or written confirmation from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the stipulation, application, or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Defendants agrees that it will not oppose Plaintiff's motion or application for approval of the Settlement.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed stipulation, application, or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the stipulation, application, or motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Administrator to serve as the Administrator and verified that, as a condition of appointment, Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimate there are approximately 22,255 pay periods at the time of mediation. In the event the number of released pay periods increases by more than 10% or an additional an additional 2,225 pay periods, Defendants may elect to a) purchase the additional pay periods pro rata beyond the 10% threshold (i.e., starting at 11% greater than 22,255, or b) cut off the release period as of the date the 10% cushion is exhausted. Defendants shall notify PAGA Counsel of their election prior to the filing of Plaintiffs' motion for settlement approval.

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 pursuant to Code of Civil Procedure section 664.6 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. The time within which to bring this action to trial under CCP Section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the entry of the order approving this settlement or, if not entered, the date this agreement shall no longer be of any force or effect.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, and extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The

Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit 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, their representatives, or the Parties' counsel of record, and approved by the Court.

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

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. Plaintiff and PAGA Counsel agree that they have not and will not publish or report the resolution of this case identifying Plaintiff or Defendants or any related person or entity by name. PAGA Counsel shall not report the resolution of this case in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff, the claims of the Aggrieved Employees, or the resolution of this case on their website which identify Plaintiff or Defendants by name, and shall not contact any reporters or media regarding the resolution of this case. However, PAGA Counsel is authorized to make disclosure to the Court and the LWDA for the purpose of obtaining approval of the settlement and may discuss the settlement with the Aggrieved Employees and the Administrator. This disclosure is limited to court filings and LWDA submissions and neither Plaintiff, PAGA Counsel, nor their representatives are permitted to disseminate or publish or distribute the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Plaintiff may disclose the terms of the Settlement with her tax advisor, attorneys, and spouse. PAGA Counsel may disclose the fact of their representation in this matter in their fee applications.

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

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

[The Remainder of This Page Intentionally Left Blank]

To Plaintiff:

Baker Law Group, LLP
Attn: Michelle B. Baker
Kelsey Aliabadi
4225 Executive Square, Suite 600
La Jolla, CA 92037
michelle@bakerllp.com

To Defendants:

Fisher & Phillips LLP
Attn: James C. Fessenden
Benjamin P. Carney
4747 Executive Drive, Suite 1000
San Diego, CA 92121
jfessenden@fisherphillips.com
bcarney@fisherphillips.com

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

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED: ______________________

Defendant Lamkone Restaurants, Inc.
Name: RENATO LEE
Title: Pres.

DATED: ______________________

Defendant Wahoo's Fish Taco, LLC
Name: RENATO LEE
Title: Mgr

DATED: 02 / 01 / 2026

Plaintiff Ilana Meislik

APPROVED AS TO FORM:

DATED: 0211/2026

James C. Fessenden
Benjamin P. Carney
FISHER & PHILLIPS, LLP
Attorneys for Defendants HC West, LLC

DATED: 2.1.2026

Michelle B. Baker
BAKER LAW GROUP, LLP
Attorneys for Plaintiff Ilana Meislik

Exhibit A

<u>NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS</u>

Ilana Meislik, on behalf of herself and all aggrieved California-based non-exempt employees, v. Lamkone Restaurants Inc., a California corporation; Wahoo's Fish Taco, LLC
Orange County Superior Court, Case No. 30-2024-01391500-CU-OE-CJC

This notice has been approved by the Orange County Superior Court. This is not a solicitation from a lawyer. You are not being sued.

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - __ __ __ __

I. <u>NOTICE OF PAGA SETTLEMENT</u>

The Orange County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Ilana Meislik ("Plaintiff") on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the California Private Attorneys General Act (the "PAGA"). These civil penalties are based on Plaintiff's allegations that Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc. failed to pay minimum wage; failed to provide meal periods; failed to authorize or permit rest periods; failed to timely pay final wages; failed to provide adequate pay stubs; and failed to provide current and former employees their personnel records (Cal. Lab. Code §§ 226 and 1198.5) and as a result of the foregoing, are liable for civil penalties under Private Attorneys General Act (Cal. Lab. Code § 2698 et seq.).

The Court has ***<u>not</u>*** made a determination about the merits of Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc. deny Plaintiff's allegations. It maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: all persons within the State of California who are or were employed by Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc. in the State of California between April 3, 2023 and the date the settlement is approved by the Orange County Superior Court ("PAGA Period").

II. <u>INDIVIDUAL PAGA PAYMENT</u>

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period. Your individual PAGA payment has been calculated at **$[AMOUNT PAID TO THIS EMPLOYEE]**. Your payment is enclosed with this Notice.

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees (including you) will release Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc., and each of their former and present directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates ("Released Parties") from all claims for civil penalties that were alleged or could have been alleged in the Operative Complaint under the Labor Code and PAGA (including but not limited to meal period violations and failure to pay premiums; rest period violations and failure to pay premiums; inaccurate wage statements; failure to maintain accurate records; failure to timely pay wages during employment; failure to pay minimum, regular, and overtime wages; failure to pay all sick pay; failure to reimburse; and failure to timely pay final wages) and that arose during the PAGA Period.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) is barred from proceeding with any of the PAGA Released Claims released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, ADMINISTRATOR, at 800-000-0000 with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Title	Settlement Agreement - PAGA - signature request
File name	Meislik_-_PAGA_Lo...ent_v.5_Final.pdf
Document ID	3dcabecc8b989d02a54d0215277aaaeb0e6f318e
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**02 / 01 / 2026** 11:13:41 UTC-8	Sent for signature to Ilana Meislik (ilanarachelk@icloud.com) by integrations@hellosign.com acting on behalf of michelle@bakerllp.com IP: 70.95.146.251
VIEWED	**02 / 01 / 2026** 11:23:36 UTC-8	Viewed by Ilana Meislik (ilanarachelk@icloud.com) IP: 72.211.222.168
SIGNED	**02 / 01 / 2026** 11:24:07 UTC-8	Signed by Ilana Meislik (ilanarachelk@icloud.com) IP: 72.211.222.168
COMPLETED	**02 / 01 / 2026** 11:24:07 UTC-8	The document has been completed.

Exhibit No. 2

9589 0710 5270 1397 1157 63

U.S. Postal Service™

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For delivery information, visit our website at *www.usps.com*.

OFFICIAL USE

Tustin, CA 92780

Certified Mail Fee
$ $4.40

$0.00

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage
$ $0.92

Total Postage and Fees
$ $5.32

0039

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LA JOLLA POST OFFICE 92037

04/16/2024

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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

baker
Law Group LLP
STRATEGIC LEGAL ADVISORS

April 16, 2024

SENT VIA DIR WEBSITE

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

SENT VIA CERTIFIED U.S. MAIL

Lamkone Restaurants, Inc.
DBA Wahoo's Fish Tacos
Attention: Legal Department
1185 Warner Avenue
Tustin, CA 92780

Lamkone Restaurants, Inc.
c/o Renato Lee – Agent for Service of Process
1185 Warner Avenue
Tustin, CA 92780

Wahoo's Fish Taco, LLC
Attention: Legal Department
1185 Warner Avenue
Tustin, CA 92780

Wahoo's Fish Taco, LLC
c/o Renato Mingo Lee – Agent for Service of Process
1185 Warner Avenue
Tustin, CA 92780

Re: Amended PAGA notice to LWDA regarding Ilana Meislik's wage and hour claims against Lamkone Restaurants, Inc.; Wahoo's Fish Taco, LLC; and DOES 1-10 inclusive

LWDA Case No: *LWDA-CM-1020261-24*

To Whom It May Concern:

Our office represents Ilana Meislik ("Meislik" or "Plaintiff") individually and on behalf of all other similarly allegedly aggrieved non-exempt employees (hereinafter also referred to jointly as "Plaintiffs"), who are either former or current employees of Lamkone Restaurants, Inc.; Wahoo's Fish Taco, LLC and Does 1-10 inclusive (hereinafter referred to collectively as "Defendants"). . This office previously provided notice of Ms. Meislik's claims against Lamkone Restaurants, Inc. to the LWDA on April 2, 2024. This amended notice adds Wahoo's Fish Taco, LLC as an additional Defendant. Pursuant to Labor Code §2699.3, this letter constitutes written notice of Defendants' Labor Code violations and of our clients' intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004

GENERAL ALLEGATIONS

Ms. Meislik began employment with Defendants on or about May 11, 2023, as a cashier and bartender. Ms. Meislik was an hourly non-exempt employee.

At all times mentioned herein, Ms. Meislik and other aggrieved employees worked shifts long enough to entitle them to meal and rest periods, but they were routinely not provided with thirty-minute meal periods prior to the end of the fifth hour of work and compliant ten-minute rest periods every four hours or major fraction thereof.

At all times mentioned herein, Defendants utilized a practice and policy of forcing Ms. Meislik and other aggrieved employees to engage in unlawful tip-splitting by requiring Ms. Meislik and other aggrieved employees, who receive tips from customers to tip and/or split and share gratuities with Defendants and/or its managers. Further, Defendants would pay Ms. Meislik and other aggrieved employees their tips in cash, every two weeks.

At all times mentioned herein, Defendants failed to pay all wages owed to Ms. Meislik and to other terminated or resigned members of the aggrieved employees and failed to timely pay wages during employment.

At all times mentioned herein, Defendants knew and/or should have known that Ms. Meislik and the aggrieved employees were entitled to receive complete and accurate pay statements in accordance with California law.

At all times mentioned herein, Defendants knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Ms. Meislik and the aggrieved employees.

At all times mentioned herein, Defendants knew and/or should have known that they had a duty to compensate Ms. Meislik and the other aggrieved employees in accordance with California law, and that Defendants had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendants falsely represented to Ms. Meislik and the other aggrieved employees that they were properly compensating Ms. Meislik and the other aggrieved employees.

At all times mentioned herein, Defendants knew and/or should have known that Ms. Meislik and the other aggrieved employees were entitled to timely wages at the time of termination. Defendants did not pay all timely wages owed, straight-time wages owed, meal period premiums, and/or rest period premiums owed at the time of termination.

At all times mentioned herein, Defendants failed to pay Ms. Meislik and the other aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

STATUTORY VIOLATIONS

At all relevant times, Ms. Meislik, and other aggrieved non-exempt employees, were "employee[s]" (as defined by Labor Code §350) of Defendants and were paid "wages" (as defined by Labor Code §200) by Defendants.

Labor Code §2699 states that, "(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

Labor Code §2699 further states that, "(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is 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 aggrieved employee per pay period for each subsequent violation."

Labor Code §558 states that, "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages… (d) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiffs allege Defendants undercompensated Plaintiffs for all hours worked as well as meal/rest period premiums.

Labor Code §210 provides that "in addition to, an entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee. as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld."

Failure to Provide Meal Periods

Pursuant to Labor Code §§226.7 and 512 and Wage Order No. 9-2001, §11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five hours and a second meal period to any employee who works a shift of more than 10 hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when (I) the nature of the work prevents an employee from being relieved of all duty and (2) the parties have agreed in writing to on duty meal periods.

Ms. Meislik and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§226.7 and 512 and Wage Order No. 9-2001, §11. Defendants failed to provide its employees timely and uninterrupted 30-minute meal breaks. Ms. Meislik and other aggrieved employees' meal periods were short (less than 30 minutes), late, interrupted and/or missed.

Defendants consistently failed to authorize Ms. Meislik and other aggrieved employees to take their meal breaks when they worked shifts longer than five hours. When employees were able to take a meal break, their meal breaks at times were after the fifth hour of work. Ms. Meislik and other aggrieved employees were not able to take timely 30-minute breaks because they were required to assist restaurant guests or there was no one available to relieve them for their breaks.

Defendants further violated Labor Code §226.7 and Wage Order No. 9-2001 by failing to consistently compensate Ms. Meislik and other aggrieved employees who were not provided with meal periods in accordance with California law, one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code §26.7 and Wage Order No. 9-2001, §12, an employer is required to provide rest periods to its employees. An employer must provide a 10-minute rest period for every four hours worked or major fraction thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Meislik and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code §226.7 and Wage Order No. 9-2001. Defendants failed to authorize and permit its employees to take required rest periods. Ms. Meislik and other aggrieved employees often were forced to forego their rest breaks because they were not relieved of all duties (Defendants did relinquish control over how Plaintiffs spent their time), were required to assist restaurant guests or there was no one available to relieve them for their breaks.

When Ms. Meislik and other aggrieved employees were able to take rest breaks, Defendants failed to authorize and permit Ms. Meislik and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

Defendants further violated Labor Code § 226.7 and Wage Order No. 9-2001, §12 by failing to pay Ms. Meislik and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§1194 and 1197 and Wage Order No. 9-2001, §4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful. Ms. Meislik and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§1194 and 1197 and Wage Order No. 9-2001, §4.

Defendants failed to pay Ms. Meislik and other aggrieved employees minimum wages for all hours worked by, suffering or permitting Ms. Meislik and other aggrieved employees to work through their meal and rest breaks without compensation; illegally and inaccurately recording time worked by Ms. Meislik and other aggrieved employees; and other methods to be discovered. Defendants' conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§510 and 1194 and Wage Order No. 9-2001, §3, an employer must compensate its employees for all overtime, which is calculated at one and one half times the regular rate of pay for hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on the seventh consecutive work day, with double time for all hours worked in excess of eight hours on the seventh day of any workweek, or after 12 hours in any work day.

Plaintiffs are current and former non-exempt employees and are entitled to the protections of Labor Code §§510 and 1194 and Wage Order No. 9-2001. Defendants failed to compensate Plaintiffs for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half times or double the regular rate of pay as provided by Labor Code §§510 and 1194 and Wage Order No. 9-2001, §3; requiring, suffering or permitting Plaintiffs to work off-the-clock; requiring, suffering or permitting Ms. Meislik and other aggrieved employees work through meal periods without compensation; illegally and inaccurately recording time worked by other aggrieved employees; and other methods to be discovered.

In violation of California law, Defendants have refused to perform its obligations to compensate Ms. Meislik and other aggrieved employees for all wages earned and all hours worked. Defendants' conduct violates Labor Code §§510 and 1194 and Wage Order No. 9-2001, §3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code §204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Defendants failed to pay Ms. Meislik and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. For example, Defendants failed to pay Ms. Meislik and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

In addition, Defendants failed to pay Plaintiffs for the overtime wages they earned in violation of Labor Code §204. Labor Code §204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Defendants knew it was required to pay overtime wages, yet on many occasions failed to pay Plaintiffs overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code §§201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code §202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code §203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 days.

Defendants failed to pay accrued wages to Ms. Meislik and other aggrieved employees in accordance with Labor Code §§201 and 202. Because Defendants failed to pay Ms. Meislik and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Defendants failed and continues to fail to pay the full earned and unpaid wages due to Ms. Meislik and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code §226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Defendants failed to timely provide Ms. Meislik and other aggrieved employees accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Ms. Meislik and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 9-200 I, § 7.

Defendants further failed to provide its employees lawful meal and rest breaks; nevertheless, Defendants failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted.

Failure to Maintain Required Records

Defendants failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 9-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Defendants failed to provide its employees lawful meal and rest breaks; nevertheless, Defendants failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Ms. Meislik and other aggrieved employees performed work off-the-clock, including during meal breaks, and were not compensated for such time. As a result, Defendants failed to maintain accurate records of the total daily hours worked by each employee, meals periods, and when each employees began and ended each work period. Employees' wage statements also were inaccurate. In addition, Defendants did not properly calculate Ms. Meislik's and other aggrieved employees' regular rate of pay.

Violation of Labor Code §351

Defendants failed to comply with Labor Code §351. California Labor Code §351 states "No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron." At all times mentioned herein, Defendants utilized a practice and policy of forcing Plaintiff and other aggrieved employees to engage in unlawful tip-splitting by requiring Plaintiff and other aggrieved employees, who receive tips from customers to tip and/or split and share gratuities with Defendants and/or its managers.

CONCLUSION

In sum, Plaintiffs allege Defendants' employment practices implicate numerous Labor Code violations and remedies including, but not limited to, those found in Labor Code §§201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 256, 351, 510, 512, 558, 1174, 1194, 1197, 2751, and 2699.

As a result of the acts alleged above, Plaintiff brings this action on Plaintiff's own behalf, and in Plaintiff's representative capacity on behalf of all aggrieved employees who are current or former employees of Defendants, for penalties pursuant to Labor Code § 699 for Defendants' violations of the enumerated Labor Code sections.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") decline to pursue an enforcement action in favor of this office pursuing enforcement privately. If the LWDA declines to pursue enforcement, Plaintiff Ilana Meislik will pursue these claims for statutory penalties on behalf of herself and all other similarly situated current and former aggrieved employees in a Superior Court action.

If you have any questions or concerns, please do not hesitate to contact us.

Very Truly Yours,

BAKER LAW GROUP, LLP

Michelle B. Baker, Esq.

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baker
Law Group LLP
STRATEGIC LEGAL ADVISORS

April 2, 2024

SENT VIA DIR WEBSITE

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

SENT VIA CERTIFIED U.S. MAIL

Lamkone Restaurants, Inc.
DBA Wahoo's Fish Tacos
Attention: Legal Department
1185 Warner Avenue
Tustin, CA 92780

Lamkone Restaurants, Inc.
c/o Renato Lee – Agent for Service of Process
1185 Warner Avenue
Tustin, CA 92780

Re: PAGA notice to LWDA regarding Ilana Meislik wage and hour claims against. Lamkone Restaurants, Inc. and DOES 1-10 inclusive

To Whom It May Concern:

Our office represents Ilana Meislik ("Meislik" or "Plaintiff") individually and on behalf of all other similarly allegedly aggrieved non-exempt employees (hereinafter also referred to jointly as "Plaintiffs"), who are either former or current employees of Lamkone Restaurants, Inc. and Does 1-10 inclusive (hereinafter referred to collectively as "Defendants"). Pursuant to Labor Code §2699.3, this letter constitutes written notice of Defendants' Labor Code violations and of our clients' intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004.

GENERAL ALLEGATIONS

Ms. Meislik began employment with Defendants on or about May 11, 2023, as a cashier and bartender. Ms. Meislik was an hourly non-exempt employee.

At all times mentioned herein, Ms. Meislik and other aggrieved employees worked shifts long enough to entitle them to meal and rest periods, but they were routinely not provided with thirty-minute meal periods prior to the end of the fifth hour of work and compliant ten-minute rest periods every four hours or major fraction thereof.

At all times mentioned herein, Defendants utilized a practice and policy of forcing Ms. Meislik and other aggrieved employees to engage in unlawful tip-splitting by requiring Ms.

Meislik and other aggrieved employees, who receive tips from customers to tip and/or split and share gratuities with Defendants and/or its managers. Further, Defendants would pay Ms. Meislik and other aggrieved employees their tips in cash, every two weeks.

At all times mentioned herein, Defendants failed to pay all wages owed to Ms. Meislik and to other terminated or resigned members of the aggrieved employees and failed to timely pay wages during employment.

At all times mentioned herein, Defendants knew and/or should have known that Ms. Meislik and the aggrieved employees were entitled to receive complete and accurate pay statements in accordance with California law.

At all times mentioned herein, Defendants knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Ms. Meislik and the aggrieved employees.

At all times mentioned herein, Defendants knew and/or should have known that they had a duty to compensate Ms. Meislik and the other aggrieved employees in accordance with California law, and that Defendants had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendants falsely represented to Ms. Meislik and the other aggrieved employees that they were properly compensating Ms. Meislik and the other aggrieved employees.

At all times mentioned herein, Defendants knew and/or should have known that Ms. Meislik and the other aggrieved employees were entitled to timely wages at the time of termination. Defendants did not pay all timely wages owed, straight-time wages owed, meal period premiums, and/or rest period premiums owed at the time of termination.

At all times mentioned herein, Defendants failed to pay Ms. Meislik and the other aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

STATUTORY VIOLATIONS

At all relevant times, Ms. Meislik, and other aggrieved non-exempt employees, were “employee[s]” (as defined by Labor Code §350) of Defendants and were paid “wages” (as defined by Labor Code §200) by Defendants.

Labor Code §2699 states that, “(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

Labor Code §2699 further states that, "(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is 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 aggrieved employee per pay period for each subsequent violation."

Labor Code §558 states that, "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages… (d) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiffs allege Defendants undercompensated Plaintiffs for all hours worked as well as meal/rest period premiums.

Labor Code §210 provides that "in addition to, an entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee. as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld."

Failure to Provide Meal Periods

Pursuant to Labor Code §§226.7 and 512 and Wage Order No. 9-2001, §11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five hours and a second meal period to any employee who works a shift of more than 10 hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when (I) the nature of the work prevents an employee from being relieved of all duty and (2) the parties have agreed in writing to on duty meal periods.

Ms. Meislik and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§226.7 and 512 and Wage Order No. 9-2001, §11. Defendants failed to provide its employees timely and uninterrupted 30-minute meal breaks. Ms.

Meislik and other aggrieved employees' meal periods were short (less than 30 minutes), late, interrupted and/or missed.

Defendants consistently failed to authorize Ms. Meislik and other aggrieved employees to take their meal breaks when they worked shifts longer than five hours. When employees were able to take a meal break, their meal breaks at times were after the fifth hour of work. Ms. Meislik and other aggrieved employees were not able to take timely 30-minute breaks because they were required to assist restaurant guests or there was no one available to relieve them for their breaks.

Defendants further violated Labor Code §226.7 and Wage Order No. 9-2001 by failing to consistently compensate Ms. Meislik and other aggrieved employees who were not provided with meal periods in accordance with California law, one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code §26.7 and Wage Order No. 9-2001, §12, an employer is required to provide rest periods to its employees. An employer must provide a 10-minute rest period for every four hours worked or major fraction thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Meislik and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code §226.7 and Wage Order No. 9-2001. Defendants failed to authorize and permit its employees to take required rest periods. Ms. Meislik and other aggrieved employees often were forced to forego their rest breaks because they were not relieved of all duties (Defendants did relinquish control over how Plaintiffs spent their time), were required to assist restaurant guests or there was no one available to relieve them for their breaks.

When Ms. Meislik and other aggrieved employees were able to take rest breaks, Defendants failed to authorize and permit Ms. Meislik and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

Defendants further violated Labor Code § 226.7 and Wage Order No. 9-2001, §12 by failing to pay Ms. Meislik and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§1194 and 1197 and Wage Order No. 9-2001, §4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful. Ms. Meislik and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§1194 and 1197 and Wage Order No. 9-2001, §4.

Defendants failed to pay Ms. Meislik and other aggrieved employees minimum wages for all hours worked by, suffering or permitting Ms. Meislik and other aggrieved employees to work through their meal and rest breaks without compensation; illegally and inaccurately recording time worked by Ms. Meislik and other aggrieved employees; and other methods to be discovered. Defendants' conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§510 and 1194 and Wage Order No. 9-2001, §3, an employer must compensate its employees for all overtime, which is calculated at one and one half times the regular rate of pay for hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on the seventh consecutive work day, with double time for all hours worked in excess of eight hours on the seventh day of any workweek, or after 12 hours in any work day.

Plaintiffs are current and former non-exempt employees and are entitled to the protections of Labor Code §§510 and 1194 and Wage Order No. 9-2001. Defendants failed to compensate Plaintiffs for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half times or double the regular rate of pay as provided by Labor Code §§510 and 1194 and Wage Order No. 9-2001, §3; requiring, suffering or permitting Plaintiffs to work off-the-clock; requiring, suffering or permitting Ms. Meislik and other aggrieved employees work through meal periods without compensation; illegally and inaccurately recording time worked by other aggrieved employees; and other methods to be discovered.

In violation of California law, Defendants have refused to perform its obligations to compensate Ms. Meislik and other aggrieved employees for all wages earned and all hours worked. Defendants' conduct violates Labor Code §§510 and 1194 and Wage Order No. 9-2001, §3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code §204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Defendants failed to pay Ms. Meislik and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. For example, Defendants failed to pay Ms. Meislik and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

In addition, Defendants failed to pay Plaintiffs for the overtime wages they earned in violation of Labor Code §204. Labor Code §204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Defendants knew it was required to pay overtime wages, yet on many occasions failed to pay Plaintiffs overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code §§201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code §202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code §203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 days.

Defendants failed to pay accrued wages to Ms. Meislik and other aggrieved employees in accordance with Labor Code §§201 and 202. Because Defendants failed to pay Ms. Meislik and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Defendants failed and continues to fail to pay the full earned and unpaid wages due to Ms. Meislik and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code §226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Defendants failed to timely provide Ms. Meislik and other aggrieved employees accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Ms. Meislik and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 9-200 I, § 7.

Defendants further failed to provide its employees lawful meal and rest breaks; nevertheless, Defendants failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted.

Failure to Maintain Required Records

Defendants failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 9-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Defendants failed to provide its employees lawful meal and rest breaks; nevertheless, Defendants failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Ms. Meislik and other aggrieved employees performed work off-the-clock, including during meal breaks, and were not compensated for such time. As a result, Defendants failed to maintain accurate records of the total daily hours worked by each employee, meals periods, and when each employees began and ended each work period. Employees' wage statements also were inaccurate. In addition, Defendants did not properly calculate Ms. Meislik’s and other aggrieved employees' regular rate of pay.

Violation of Labor Code §351

Defendants failed to comply with Labor Code §351. California Labor Code §351 states “No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron.” At all times mentioned herein, Defendants utilized a practice and policy of forcing Plaintiff and other aggrieved employees to engage in unlawful tip-splitting by requiring Plaintiff and other aggrieved employees, who receive tips from customers to tip and/or split and share gratuities with Defendants and/or its managers.

CONCLUSION

In sum, Plaintiffs allege Defendants’ employment practices implicate numerous Labor Code violations and remedies including, but not limited to, those found in Labor Code §§201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 256, 351, 510, 512, 558, 1174, 1194, 1197, 2751, and 2699.

As a result of the acts alleged above, Plaintiff brings this action on Plaintiff’s own behalf, and in Plaintiff’s representative capacity on behalf of all aggrieved employees who are current or former employees of Defendants, for penalties pursuant to Labor Code § 699 for Defendants’ violations of the enumerated Labor Code sections.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") decline to pursue an enforcement action in favor of this office pursuing enforcement privately. If the LWDA declines to pursue enforcement, Plaintiff Ilana Meislik will pursue these claims for statutory penalties on behalf of herself and all other similarly situated current and former aggrieved employees in a Superior Court action.

If you have any questions or concerns, please do not hesitate to contact us.

Very Truly Yours,

BAKER LAW GROUP, LLP

Michelle B. Baker

Exhibit No. 3

Exhibit No. 4

Meislik v. Lamkone Restaurants Inc. et al

		Total Time	Wage/Hour Claim
2023 09/18	Meeting with client to discuss [redacted]	2.5	1.8
09/19	Research corporate structure of Defendant, franchise vs corporate ownership, expansion and oversight of locations, past lawsuits, DLSE history, PAGA claims		2.4
09/20	Review and analyze records provided by client (texts, emails, screenshots of pay records and tip payouts, training materials, employee policy re time tracking)		4.3
10/11-12	Call with client and analyze [redacted]	1.6	0.0
10/20	Calls and emails with client re [redacted]	1.1	0.0
11/07	Research LC [redacted]		2.3
11/27	Assess [redacted]	0.6	0.0
11/28	Further research re [redacted] and draft Complaint; dismiss pending labor board claim	9.8	6.1
12/04	Call with client re [redacted]		0.7
2024 01/04	Call with client re [redacted]		0.6
02/19	Review additional data re [redacted] and update draft complaint; call with DIR re status, closure and investigation into claims		1.3
03/06	Calls with client re [redacted]	0.6	0.3
03/08	Meeting with client re phone download and next steps		1.7
04/02	Draft timeline of [redacted], finalize complaint, sun case cover sheet and draft notice to LWDA		5.9
04/07	Research [redacted] and respond to various emails from client, research [redacted] and amend complaint	1.7	0.0
04/09	Research [redacted] and draft peremptory challenge		0.8
04/15	Assess adding Wahoos Fish Tacos as additional defendant regarding pay obligations; draft and file amended PAGA letter; update client on [redacted]		3.1
06/12	Draft FAC, additional summons, what to file and when and how to serve with Notice of Ack + email opposing counsel re electronic service going forward; assess adding [redacted]		3.6

07/01	Call Court re status of FAC being accepted		0.3
07/14	Call with client re [redacted]		0.7
07/19	Call with client re [redacted]	1.0	0.0
07/22	Review status of case, Notice of Ack. and emails with opposing counsel re settlement options; follow up call with client re [redacted]		0.6
07/26	Call with opposing counsel re settlement opportunity and follow up call with client re [redacted]		0.5
08/26	Analyze [redacted] and assess [redacted]		1.2
09/05	Call with opposing counsel re settlement opportunities; draft stipulation to continue trial and related dates; draft CMC statement and posting fees		1.6
09/13	Follow up with opposing counsel re status of resolution; handling CMC; review answer to complaint; call from client re [redacted]		1.0
09/16	Call with opposing counsel re status of settlement discussions and attend CMC		1.2
09/25	Email opposing counsel re status and providing requesting data		0.1
09/30	Email opposing counsel re status and providing requesting data		0.1
10/17	Draft discovery requests (RFPD, SPROGS, FROG Gen, FROG Emp, RFA)	5.2	4.2
10/19	Email opposing counsel re extension of discovery responsive date and further settlement discussions		0.3
10/24	Email and call with client re [redacted]	0.7	0.5
11/06	Call with client re [redacted]		0.4
12/02	Follow up with opposing counsel on status and client re [redacted]		0.2
12/18	Analyze [redacted] and draft demand for resolution per data opposing counsel provided; call with client re [redacted]	6.3	5.5
2025 01/07	Call from opposing counsel re status; update client re [redacted]		0.4
01/22	Check on status with opposing counsel and additional data from 2023 and email with client re [redacted]		0.4
01/24	Review opposing counsel offer and work on counter demand		0.8
01/28	Call and email with opposing counsel re resolution and review, edit counter amount; calls and emails with client re [redacted]		2.6
02/04	Call with opposing counsel re settlement negotiations		0.2

02/08	Follow up on status and draft/file second CMC statement; email with opposing counsel re settlement negotiations		0.7
02/25	Call with opposing counsel re resolution and revaluate damages structure re resolution; call with client re [redacted]		1.6
02/22	Review court order re trial and MSC dates; assess timing for [redacted]		0.3
02/24	Call with client re [redacted]	0.6	0.1
03/03	Assess [redacted]		0.1
03/13	Follow up with opposing counsel re status		0.1
04/11	Call with opposing counsel re scheduling mediation and next steps		0.2
04/17	Call with opposing counsel re status and data		0.2
04/25	Email mediator re status		0.1
05/05	Call with mediator		0.3
05/12	Email opposing counsel re status of needed additional data; call with client re [redacted]		0.6
05/19	Review paperwork from mediator, check in with client re [redacted], email opposing counsel re status		0.5
06/03	Call with opposing counsel re status and requested data		0.1
06/25	Call and detailed email with opposing counsel re status and requested data		0.7
07/07	Email opposing counsel re status of requested data again		0.2
07/15	Email and call with opposing counsel re status of additional data; moving mediation; protective order		0.6
07/21	Email opposing counsel re status		0.1
09/11	Assess [redacted] of data provided in preparation for mediation		6.4
09/25	Assess [redacted] of data provided in preparation for mediation		5.1
10/05	Email client [redacted]; attend prep session for [redacted]	1.2	0.6
10/07	Assess [redacted] of data provided in preparation for mediation		4.8
10/14	Draft mediation brief	7.1	4.5
10/20	Prep call with mediator	0.6	0.3
10/21	Attend mediation and enter into MOU	9.0	7.0

10/22	Review and edit individual settlement agreements	0.9	0.0
10/27	Finalize, call with client re [redacted] and obtain signatures on individual settlement agreement	0.6	0.0
10/28	Call court clerk re transfer of case		0.2
11/23	Review and edit long form PAGA settlement agreement		2.5
11/23	Draft notice of minute order and file and serve same; analyze McCormick's requirements for approval of PAGA claims		0.8
11/24	Contact Apex, Ilym and CPT for cost quotes for PAGA Administration		0.5
12/03	Follow up with opposing counsel re status of review of edits to PAGA settlement agreement		0.1
12/11	Follow up with opposing counsel re status of review of edits to PAGA settlement agreement		0.1
12/19	Follow up with opposing counsel re status of review of edits to PAGA settlement agreement		0.1
12/30	Follow up with opposing counsel re status of review of edits to PAGA settlement agreement		0.1
2026 01/26	Follow up with opposing counsel re status of review of edits to PAGA settlement agreement		0.1
01/29	Email with opposing counsel re status and finalize terms to PAGA settlement agreement		0.4
01/30	Emails and call with opposing counsel re confidentiality provision; review finalized agreement and call with client re [redacted] obtain signature		0.6
02/01	Obtain signatures on PAGA settlement agreement		0.2
02/16	Obtain defendants signature on PAGA settlement agreement		0.2
02/17	Review court notice of continuance of joint status conference		0.1
02/20	Email with APEX and opposing counsel re data for administration; review court order re continuance of status conference		0.4
02/22	Review local rules and standing order regarding preliminary approval motions		0.9
02/23	Draft Notice and Motion for Preliminary Approval		6.4
02/25	Review Class Notice; Draft Proposed Order; Draft Plaintiff Declaration ISO Motion; Draft Attorney Declaration ISO Motion		5.4
03/12	Proof, edit Motion and supporting documents		3.8
			115.8

Exhibit No. 5

Meislik v. Lamkone Restaurants Inc. et al

Detail

Item	Cost
LWDA fee	$75.00
LWDA notice certified mail	$5.32
OC Court case pull fee	$7.50
OC Court case pull fee	$8.27
One Legal Fee - complaint	$465.54
One Legal Fee	$17.71
LWDA notice certified mail	$5.32
One Legal Fee - FAC	$17.71
One Legal Fee - jury fees	$172.13
One Legal Fee - CMC	$17.50
One Legal Fee - CMC	$17.50
One Legal Fee	$19.82
Mediation Fee	$5,000.00
Parking fee for client for mediation	$18.00
One Legal Fee for filing motion	$80.00
Total	**$5,927.32**

Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, April 3, 2024 at 4:50:26 PM Pacific Daylight Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: Michelle Baker <michelle@bakerllp.com>

4/3/2024

LWDA Case No. LWDA-CM-1020261-24
Law Firm : Baker Law Group, LLP
Plaintiff Name : Ilana Meislik
Employer: Lamkone Restaurants, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://url.emailprotection.link/?bYkx3UFx9pukSt449D5ps773YVx2Q5a4fwEXdB4we8rmIwB4xrhXfg6UXI_hlbDVSBpnFJPwBMSL3h-yxHPcG0nrJf2Bez7baNLRd5hZMhAKlUb4PX6v6lkvxW6CusnMR

Mewlik

Mewlik

UNITED STATES POSTAL SERVICE.

LA JOLLA VILLAGE
8861 VILLA LA JOLLA DR STE 505
LA JOLLA, CA 92037-9996
(800)275-8777

04/16/2024 02:10 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		$0.92
Tustin, CA 92780			
Weight: 0 lb 1.50 oz			
Estimated Delivery Date			
Thu 04/18/2024			
Certified Mail®			$4.40
Tracking #:			
9589 0710 5270 1397 1157 63			
Total			$5.32

Grand Total: $5.32

Credit Card Remit $5.32
Card Name: VISA
Account #: XXXXXXXXXXXX4213
Approval #: 00093D
Transaction #: 142
AID: A0000000031010 Contactless
AL: VISA CREDIT

Text ... to ... a... vis... '77 (2USPS) ...rd Message ... may also

UFN: 054076-0039
Receipt #: 840-59200039-1-4825084-2
Clerk: 11

...NITED STATES ...OSTAL SERVICE.

...A JOLLA VILLAGE
...LA LA JOLLA DR STE 505
...LLA, CA 92037-9996
(800)275-8777

01:59 PM

	Qty	Unit Price	Price
...l®	1		$0.92
...92780			
...0 1.50 oz			
...elivery Date			
...05/2024			
...ail®			$4.40
...g #:			
...9 0710 5270 1397 1105 39			
			$5.32
			$5.32
...it			$5.32

VISA
XXXXXXXXXXXX4213
...05748D
...#: 556
...00031010 Contactless
...EDIT

...800-410-7420.

...-59200039-1-4781779-2

9589 0710 5270 1397 1157 63

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Extra Services & Fees *(check box, add fee as appropriate)*	$0.00
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$ $0.00
Postage	$ $0.92
Total Postage and Fees	$ $5.32

0039
11

POSTMASTER
Postmark Here
APR 16 2024
LA JOLLA POST OFFICE 92037
04/16/2024

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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...Only

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...FICIAL USE

...add fee as appropriate)
$ $0.00
$ $0.00
$ $0.00
$ $0.00
$ $0.00

0039
11

POSTMASTER
Postmark Here
APR 3 2024
LA JOLLA POST OFFICE 92037
04/03/2024

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or call 1-800-410-7420.

UFN: 054076-0039
Receipt #: 840-59200039-1-4781779-2
Clerk: 11

Privacy Act Statement: Your information will be used to provide you with an electronic receipt for your purchase transaction via email. Collection is authorized by 39 USC 401, 403, and 404. Providing the information is voluntary, but if not provided, we will be unable to process your request to receive an electronic receipt. We do not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a U.S. Postal Service auditor; to entities, including law enforcement, as required ...

Michelle Baker

Thursday, April 11, 2024 at 16:32:20 Pacific Daylight Time

Subject: Fwd: USPS eReceipt
Date: Wednesday, April 3, 2024 at 2:55:33 PM Pacific Daylight Time
From: Kelsey Aliabadi <Kelsey@bakerllp.com>
To: Michelle Baker <michelle@bakerllp.com>

Regards,

Kelsey Aliabadi, Esq.
Sent From iPhone

On 3/29/24, 12:21 PM, "BillMatrixNext.Support@Fiserv.com <mailto:BillMatrixNext.Support@Fiserv.com>" <BillMatrixNext.Support@Fiserv.com <mailto:BillMatrixNext.Support@Fiserv.com>> wrote:

This is an electronically generated acknowledgement of your payment to Orange County Civil Docs Payment. Please print this message or save it on your computer for future reference.

Here is your payment information:

Account Number: 60839817

Payment Date/Time: 3/29/2024 12:16:24 PM (PT)
Payment Amount: $8.27

Method of Payment: Visa
Card Number: ****9315

Confirmation Number: 08742D

On 3/29/24, 12:07 PM, "BillMatrixNext.Support@Fiserv.com <mailto:BillMatrixNext.Support@Fiserv.com>" <BillMatrixNext.Support@Fiserv.com <mailto:BillMatrixNext.Support@Fiserv.com>> wrote:

This is an electronically generated acknowledgement of your payment to Orange County Civil Docs Payment. Please print this message or save it on your computer for future reference.

Here is your payment information:

Account Number: 60839653

Payment Date/Time: 3/29/2024 12:05:25 PM (PT)
Payment Amount: $7.50

Method of Payment: Visa
Card Number: ****9315

Confirmation Number: 05776D

One Legal

1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
Baker Law Group, LLP 4250 Executive Square Ste 300 La Jolla CA 92037

Credit Card Sale

Date	4/8/2024
Customer	0104786
Credit Sale	05894843
Amount Due	$0
Tax Total	$0.00

Order Number	22599932
Contact	Michelle Baker
Attorney	Michelle Baker
Billing Code	Meislik
Case Title	Ilana Meislik vs. Lamkone Restaurants, Inc. a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	41633523
Case Number	30-2024-01391500-CU-OE-CJC
Documents	Complaint (PAGA),Civil Case Cover Sheet,Summons Issued and Filed

ONE LEGAL FEES	AMOUNT
Court Filing Fee	$435.00
Court Technology Access Fee	$2.25
eFiling Charge	$14.95
Convenience Fee‡	$13.34
SUBTOTAL	**$465.54**

FEES SUMMARY	AMOUNT
One Legal Fees	$465.54
Sales Tax	$0.00
TOTAL CHARGED	**$465.54**

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
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Date	4/10/2024
Customer	0104786
Credit Sale	05899185
Amount Due	$0
Tax Total	$0.00

Order Number	22643202
Contact	Michelle Baker
Attorney	Michelle Baker
Billing Code	Meislik
Case Title	Ilana Meislik vs. Lamkone Restaurants, Inc. a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	31459563
Case Number	30-2024-01391500-CU-OE-CJC
Documents	Peremptory Challenge Pursuant to 170.6 CCP

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	$2.25
eFiling Charge	$14.95
Convenience Fee‡	$0.51
SUBTOTAL	**$17.71**

FEES SUMMARY	AMOUNT
One Legal Fees	$17.71
Sales Tax	$0.00
TOTAL CHARGED	**$17.71**

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Date	7/2/2024
Customer	0104786
Credit Sale	06167592
Amount Due	$0
Tax Total	$0.00

Order Number	23176973
Contact	Michelle Baker
Attorney	Michelle Baker
Billing Code	Meislik
Case Title	Ilana Meislik vs. Lamkone Restaurants, Inc. a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	31493994
Case Number	30-2024-01391500-CU-OE-CJC
Documents	Amended Complaint,Summons Issued and Filed

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	$2.25
eFiling Charge	$14.95
Convenience Fee‡	$0.51
SUBTOTAL	**$17.71**

FEES SUMMARY	AMOUNT
One Legal Fees	$17.71
Sales Tax	$0.00
TOTAL CHARGED	**$17.71**

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
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Credit Card Sale

Date	9/4/2024
Customer	0104786
Credit Sale	06339389
Amount Due	$0
Tax Total	$0.00

Order Number	23640503
Contact	Michelle Baker
Attorney	none
Billing Code	Meislik
Case Title	Ilana Meislik vs. Lamkone Restaurants, Inc. a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	21526542
Case Number	30-2024-01391500-CU-OE-CJC
Documents	Notice of Posting Jury Fees

ONE LEGAL FEES	AMOUNT
Court Filing Fee	$150.00
Court Technology Access Fee	$2.25
eFiling Charge	$14.95
Convenience Fee‡	$4.93
SUBTOTAL	**$172.13**

FEES SUMMARY	AMOUNT
One Legal Fees	$172.13
Sales Tax	$0.00
TOTAL CHARGED	**$172.13**

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‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

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Credit Card Sale

Date	2/10/2025
Customer	0104786
Credit Sale	06792695
Amount Due	$0
Tax Total	$0.00

Order Number	24681867
Contact	Michelle Baker
Attorney	Michelle Baker
Billing Code	Meislik
Case Title	Ilana Meislik vs. Lamkone Restaurants, Inc. a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	21600707
Case Number	30-2024-01391500-CU-OE-CJC
Documents	Case Management Statement

ONE LEGAL FEES	AMOUNT
eFiling Charge	$16.95
Convenience Fee‡	$0.55
SUBTOTAL	**$17.50**

FEES SUMMARY	AMOUNT
One Legal Fees	$17.50
Sales Tax	$0.00
TOTAL CHARGED	**$17.50**

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

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Credit Card Sale

Date	2/10/2025
Customer	0104786
Credit Sale	06792695
Amount Due	$0
Tax Total	$0.00

Order Number	24681867
Contact	Michelle Baker
Attorney	Michelle Baker
Billing Code	Meislik
Case Title	Ilana Meislik vs. Lamkone Restaurants, Inc. a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	21600707
Case Number	30-2024-01391500-CU-OE-CJC
Documents	Case Management Statement

ONE LEGAL FEES	AMOUNT
eFiling Charge	$16.95
Convenience Fee‡	$0.55
SUBTOTAL	**$17.50**

FEES SUMMARY	AMOUNT
One Legal Fees	$17.50
Sales Tax	$0.00
TOTAL CHARGED	**$17.50**

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

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Petaluma CA 94954
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Credit Card Sale

Date	11/24/2025
Customer	0104786
Credit Sale	07769448
Amount Due	$0
Tax Total	$0.00

Order Number	26850251
Contact	Michelle Baker
Attorney	Michelle Baker
Billing Code	Meislik
Case Title	Ilana Meislik vs. Lamkone Restaurants, Inc. a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	41934340
Case Number	30-2024-01391500-CU-OE-CXC
Documents	Notice - Other - Complex

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	$2.25
eFiling Charge	$16.95
Convenience Fee‡	$0.62
SUBTOTAL	**$19.82**

FEES SUMMARY	AMOUNT
One Legal Fees	$19.82
Sales Tax	$0.00
TOTAL CHARGED	**$19.82**

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

WILLIAM KAMPF MEDIATION

609 Deep Valley Drive, Suite 200, Rolling Hills Estates, California 90274
Phone: (310) 948-0715 Fax: (310) 494-9481 Email: william@wkmediation.com

INVOICE

Mediation Date: August 11, 2025, Full Day PAGA Mediation

Total Mediation Fee: $10,000.00

Mediation Fee to Be Split 50/50 Between the Parties as follows:

BAKER LAW GROUP, LLP
(Counsel for Plaintiff)
Amount Due (50% of $10,000.00) **$5,000.00** pd 10/7/25

FISHER & PHILLIPS LLP
(Counsel for Defendant)
Amount Due (50% of $10,000.00) **$5,000.00**

Responsibility for Payment: Counsel, not the represented parties, contract for William Kampf's services and are responsible for paying all Mediation fees. All counsel are responsible, jointly and severally, for the Mediator's fees. Mediation fees are due in full no later than 15 days prior to the Mediation date. Failure for all parties to make payment by this date may result in the Mediation date being reassigned to another matter.

Cancellation Policy: Mr. Kampf will refund Mediation fees in full when the parties cancel in writing 15 days or more in advance of the scheduled date. If the mediation is canceled or postponed 14 days or less before the scheduled date, the party requesting the cancellation or postponement is responsible for the entire deposit (not just the canceling party's share of the deposit) unless a Mediation can be rescheduled for another matter.

Payment: Please make the check payable to William O. Kampf, and include a copy of this invoice. (Taxpayer I.D. # 26-2475113). Credit card payments are not accepted at this time.

Exhibit No. 6

<u>NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS</u>

Ilana Meislik, on behalf of herself and all aggrieved California-based non-exempt employees, v. Lamkone Restaurants Inc., a California corporation; Wahoo's Fish Taco, LLC
Orange County Superior Court, Case No. 30-2024-01391500-CU-OE-CJC

This notice has been approved by the Orange County Superior Court. This is not a solicitation from a lawyer. You are not being sued.

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - __ __ __ __

I. <u>NOTICE OF PAGA SETTLEMENT</u>

The Orange County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Ilana Meislik ("Plaintiff") on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the California Private Attorneys General Act (the "PAGA"). These civil penalties are based on Plaintiff's allegations that Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc. failed to pay minimum wage; failed to provide meal periods; failed to authorize or permit rest periods; failed to timely pay final wages; failed to provide adequate pay stubs; and failed to provide current and former employees their personnel records (Cal. Lab. Code §§ 226 and 1198.5) and as a result of the foregoing, are liable for civil penalties under Private Attorneys General Act (Cal. Lab. Code § 2698 et seq.).

The Court has ***<u>not</u>*** made a determination about the merits of Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc. deny Plaintiff's allegations. It maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: all persons within the State of California who are or were employed by Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc. in the State of California between April 3, 2023 and the date the settlement is approved by the Orange County Superior Court ("PAGA Period").

II. <u>INDIVIDUAL PAGA PAYMENT</u>

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period. Your individual PAGA payment has been calculated at **$[AMOUNT PAID TO THIS EMPLOYEE]**. Your payment is enclosed with this Notice.

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees (including you) will release Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc., and each of their former and present directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates ("Released Parties") from all claims for civil penalties that were alleged or could have been alleged in the Operative Complaint under the Labor Code and PAGA (including but not limited to meal period violations and failure to pay premiums; rest period violations and failure to pay premiums; inaccurate wage statements; failure to maintain accurate records; failure to timely pay wages during employment; failure to pay minimum, regular, and overtime wages; failure to pay all sick pay; failure to reimburse; and failure to timely pay final wages) and that arose during the PAGA Period.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) is barred from proceeding with any of the PAGA Released Claims released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, ADMINISTRATOR, at 800-000-0000 with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.