SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ILANA MEISLIK, on behalf of herself and all aggrieved California-based non-exempt employees, Plaintiff, v. 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 **FURTHER REVISED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT AND JUDGMENT** Date: October 16, 2026 Time: 1:31 p.m. Judge: Judge McCormick Dept.: CX105

Plaintiff Ilana Meislik ("Plaintiff") moves for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorney General Act ("PAGA"), pursuant to California Labor Code § 2699(l), against LAMKONE RESTAURANTS INC. and WAHOO'S FISH TACO, LLC ("Defendants").

The PAGA Settlement Agreement is attached hereto as Exhibit A, and the First Amendment to the PAGA Settlement Agreement ("Amendment") is attached hereto as Exhibit B (collectively, the "PAGA Settlement Agreement"). The approved English-language notice to Aggrieved Employees and its certified Spanish translation are attached hereto as Exhibit C. These exhibits are incorporated into this Order and Judgment by reference. Unless otherwise indicated, capitalized terms used herein have the meanings assigned to them in the PAGA Settlement Agreement.

Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement.

On March 12, 2026, the California Labor and Workforce Development Agency ("LWDA") was provided, through its online submission process, with notice of the settlement and the motion for approval of the settlement and no objection has been received to the settlement or the motion from the LWDA. In response to the Court's request, Plaintiff has filed a supplemental proof of service identifying the specific documents submitted on March 12, 2026, and how service was effected.

On October 2, 2026, Plaintiff submitted the executed PAGA Settlement Agreement, executed Amendment, Revised Notice to Aggrieved Employees including the certified Spanish translation, Supplemental Brief, Supplemental Declaration of Michelle B. Baker and accompanying exhibits, Defendants' declaration concerning similar actions, Declaration of Sean Hartranft and accompanying exhibits, and Revised Proposed Order and Judgment to the LWDA through its online submission portal. Plaintiff filed a separate proof of service identifying the documents submitted and the date and method of submission. No objection from the LWDA to these materials has been received as of the date of this Order and Judgment.

The Parties seek approval of the settlement of Plaintiff's PAGA claims and the Gross Settlement Amount to be paid as part of the settlement as set forth in the PAGA Settlement Agreement, which was filed with the Court as described above. The PAGA Settlement Agreement provides for a Gross Settlement Amount in the total sum of $100,000 from which the following payments shall be deducted a PAGA Counsel Award in the amount of $15,000, reimbursed litigation expenses in the amount of $6,237.54, and Claims Administration Costs in the amount of $7,990.00. After these deductions, the remaining $70,772.46 constitutes the PAGA Penalties. Seventy-five percent (75%) of the PAGA Penalties, or approximately $53,079.35, shall be paid to the LWDA, and twenty-five percent (25%), or approximately $17,693.11, shall be distributed to the Aggrieved Employees in accordance with the PAGA Settlement Agreement.

The Administrator will be Apex Class Action, LLC. The sum of any settlement checks not cashed within 180 days, or the extended deadline as provided in the PAGA Settlement Agreement, will be transmitted to the State Controller's Unclaimed Property Fund in the name of the Aggrieved Employees who did not cash their checks. The Court hereby approves the Gross Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Parties' motion and approves the PAGA Settlement as set forth in the PAGA Settlement Agreement and the Gross Settlement Amount, which shall be allocated and paid out as set forth in the PAGA Settlement Agreement. The "Aggrieved Employees" are defined as "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" from April 3, 2023 through February 1, 2026. ("PAGA Period"). Upon entry of Judgment and funding in full of the PAGA Settlement by Defendants, Released Parties as defined in the Amendment shall be entitled to a release from the State of California, the LWDA, Plaintiff and the Aggrieved Employees as to the following claims: 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 PAGA Notices, including claims for: failure to pay minimum wages in violation of California Labor Code sections 1194, 1194.2, 1197 and 1197.1; failure to

pay overtime wages in violation of California Labor Code sections 510 et seq; failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; and failure to provide accurate itemized wage statements in violation of California Labor Code section 226, and violations of California Labor Code sections 351, 353, 558 1182.12, 1198, 1198.5 that occurred during the PAGA Period. ("Released PAGA Claims").

Neither the PAGA Settlement Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the PAGA Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released PAGA Claims; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the Released Parties may file the PAGA Settlement Agreement and/or the separate Judgment from this action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Court finds the PAGA settlement is fair, reasonable, and adequate in light of the purposes and policies of PAGA.

The Court orders the parties, their counsel, and the Settlement Administrator to administer the settlement in accordance with the terms of the PAGA Settlement Agreement and this Order and Judgment.

The Settlement Administrator shall give Aggrieved Employees notice of entry of this Judgment by including notice of entry in the Notice mailed with each Individual PAGA Payment check by First Class U.S. Mail, in accordance with the mailing and procedures in the PAGA Settlement Agreement.

A final accounting hearing is set for Thursday July 22, 2027, at 9:00 a.m. in Department CX105. At least nine court days before the hearing, Plaintiff's counsel shall submit a final Administrator's report addressing the status of settlement administration, including the actual amounts paid to Aggrieved Employees, all other amounts distributed under the settlement, and the number and total amount of any uncashed checks and their disposition.

Judgment is hereby entered on the claims asserted under PAGA in this action. After entry of this Order and Judgment, the Court shall retain jurisdiction pursuant to Code of Civil Procedure section 664.6 to construe, interpret, implement, and enforce the PAGA Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED: _____, 2026

_____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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.

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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.

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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

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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.

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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.

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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,

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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 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. 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 Release by Aggrieved Employees: 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 Release by PAGA Counsel: 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 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement and Entering Judgment Thereon; (ii) a signed declaration or written confirmation from the Administrator attaching its "not to exceed"

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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.

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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

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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.

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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]

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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

Doc ID: 3dcabecc8b989d02a54d0215277aaaeb0e6f318e

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

Doc ID: 3dcabecc8b989d02a54d0215277aaaeb0e6f318e

EXHIBIT B

FIRST AMENDMENT TO PAGA SETTLEMENT AGREEMENT

Plaintiff Ilana Meislik on behalf of similarly situated aggrieved PAGA members and Defendants Wahoo's Fish Taco, LLC and Lamkone Restaurants, Inc. (collectively, the "Parties") enter into this First Amendment ("Amendment") to their PAGA Settlement Agreement (the "Agreement"). Capitalized terms not defined in this Amendment have the meanings given in the Agreement. The Parties agree as follows:

1. **PAGA Period.** Section 1.20 of the Agreement is deleted in its entirety and replaced with: "PAGA Period" means the period from April 3, 2023, through February 1, 2026.

2. **Released Parties.** Section 1.27 of the Agreement is deleted in its entirety and replaced with:

   "'Released Parties' are Defendants Lamkone Restaurants, Inc.; Wahoo's Fish Taco, LLC; and their respective owners and officers: Renato "Mingo" Lee, President and Manager; Karina Guzman, Human Resources Representative; David Renaud, Chief Financial Officer; Eduardo Lee, Co-Founder and Wing Lam, Secretary."

3. **Representative Award.** The sentence in Section 3.2.3 describing the purpose of the representative award is deleted and replaced with:

   "The representative award is intended to compensate Plaintiff for her time, effort, initiative, and risk incurred on behalf of all Aggrieved Employees."

4. **Release.** The first sentence of Section 5 is amended by inserting "Aggrieved Employees," after "Plaintiff," so that it reads:

   "Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against the Released Parties as follows:"

5. **Release by Aggrieved Employees.** Section 5.2 of the Agreement is amended by deleting the phrase "that are based on the facts of the Action and the PAGA Notices submitted by Plaintiff to the LWDA" and replacing the reference to Labor Code section "55" with "558." As amended, Section 5.2 reads:

   "Release by Aggrieved Employees: 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 violations of California Labor Code sections 201, 202, 203, 226, 226.7, 351, 353, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 1198.5, and applicable Industrial Welfare Commission Wage Orders that occurred during the PAGA Period."

6. **Escalator Provision.** If the Court approves the PAGA Period end date of February 1, 2026, then Section 8 of the Agreement is deleted in its entirety.

7. **Notice of Entry of Judgment.** The Settlement Notice described in Section 1.30 and mailed with each Individual PAGA Payment under Section 4.4 shall state that judgment approving the settlement has been entered and shall identify the date of entry. The revised Settlement Notice is attached to this Amendment as Exhibit A and replaces the prior version of the Settlement Notice attached to the Agreement.

8. **Continuing Effect.** Except as expressly amended above, the Agreement remains unchanged and in full force and effect. If a provision of this Amendment conflicts with the Agreement, this Amendment controls.

The Parties execute this Amendment as of the dates set forth below.

DATED:

Defendant Lamkone Restaurants, Inc.

Name: Ed Lee

Title: Sec.

DATED:

Defendant Wahoo's Fish Taco, LLC

Name: Wing Lam

Title: Co-Founder

DATED: 10 / 02 / 2026

Plaintiff Ilana Meislik

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APPROVED AS TO FORM:

DATED:

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

DATED: 10/01/2026

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

Doc ID: fa2c0d17f1945f07d0b1b6cd3ad67f2d9b67fa8b

EXHIBIT C

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

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-CXC

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

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

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Ilana Meislik ("Plaintiff") against Lamkone Restaurants, Inc. and Wahoo's Fish Taco, LLC ("Defendants") under the Private Attorneys General Act. This notice explains why you are receiving a payment and what claims the settlement releases. The Court has entered judgment approving the settlement on [date of entry].

A. What is this Lawsuit about?

The lawsuit was brought under the Private Attorneys General Act ("PAGA"). PAGA allows employees to help the State enforce California labor laws by suing their employers for civil penalties for alleged Labor Code violations. An employee can seek these penalties on behalf of the State and other employees allegedly affected by the violations, known as "aggrieved employees." The penalties are intended to discourage violations and encourage employers to follow the law. They are separate from any unpaid wages or other compensation employees may be owed for violations of the law they personally suffered.

Plaintiff alleges that Defendants failed to pay hourly employees for all hours worked at the applicable minimum and overtime rates; required employees to share tips with management and failed to keep gratuity records; failed to provide compliant meal and rest periods or pay the required premiums; provided inaccurate wage statements; failed to pay all wages due when employment ended; 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 PAGA (Cal. Lab. Code § 2698 et seq.).

The Court has ***not*** 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. They maintain that they were in compliance with the California Labor Code at all times and enter 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.

B. Why are you receiving this Notice?

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 February 1, 2026 ("PAGA Period").

II. INDIVIDUAL PAGA PAYMENT

Defendants will pay a gross settlement amount of $100,000. After the court-approved payments for attorneys' fees, litigation costs, and settlement administration costs, the net settlement amount is $70,772.46. Of that amount, $53,079.35 will be paid to the California Labor and Workforce Development Agency ("LWDA"), and $17,693.11 will be distributed to Aggrieved Employees.

Your share of the PAGA Payment is $[AMOUNT], and your check is enclosed. Payments are based on the number of pay periods each Aggrieved Employee worked during the PAGA Period. The amount allocated to Aggrieved Employees is divided by the total number of PAGA Pay Periods worked by all Aggrieved Employees. That result is multiplied by your number of PAGA Pay Periods. Defendants' records show that you worked [NUMBER] PAGA Pay Periods during the PAGA Period.

Your payment is designated as a civil penalty. You are responsible for any taxes payable on the amount you receive. The Settlement Administrator will issue an IRS Form 1099 if required.

III. RELEASE OF PAGA CLAIMS

The Court has approved the PAGA Settlement Agreement and the First Amendment to that agreement (together, the "Settlement Agreement"). Under the Settlement Agreement, the release described below takes effect on the date Defendants fully fund the entire Gross Settlement Amount.

On that date, all Aggrieved Employees, including you, will release 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 Plaintiff's PAGA Notice to the LWDA. These claims include alleged violations of California Labor Code sections 201, 202, 203, 226, 226.7, 351, 353, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 1198.5, and applicable Industrial Welfare Commission Wage Orders during the PAGA Period. The release covers PAGA penalties, not any individual claims for unpaid wages, damages, or other individual relief.

The "Released Parties" are Lamkone Restaurants, Inc.; Wahoo's Fish Taco, LLC; and their respective owners and officers: Renato "Mingo" Lee, President and Manager; Karina Guzman,

Human Resources Representative; David Renaud, Chief Financial Officer; and Wing Lam, Secretary.

You cannot opt out of the PAGA settlement. Once Defendants fully fund the Gross Settlement Amount, you will be bound by this release even if you do not cash your settlement check.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, **APEX CLASS ACTION, LLC,** 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.

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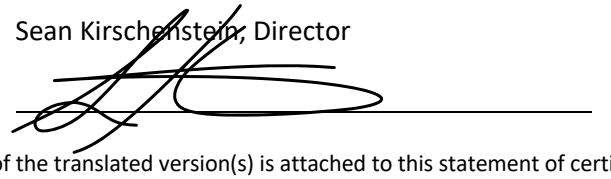
NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS
RE:
ILANA MEISLIK, ON BEHALF OF HERSELF AND ALL AGGRIEVED CALIFORNIA-BASED NON-EXEMPT EMPLOYEES, V. LAMKONE RESTAURANTS INC., A CALIFORNIA CORPORATION; WAHOO'S FISH TACO, LLC

Source Language: **ENGLISH**	Target Language: **SPANISH**

WITH REFERENCE TO THE ABOVE-MENTIONED MATERIALS/DOCUMENTS, we at Language Fish LLC, a professional document translation company, attest that the language translation completed by Language Fish's certified professional translators, represents, to the best of our judgment, an accurate and correct interpretation of the terminology/content of the source document(s). **This is to certify the correctness of the translation only.** We do not guarantee that the original is a genuine document or that the statements contained in the original document(s) are true.

IN WITNESS WHEREOF, Language Fish LLC has caused the Certificate to be signed by its duly authorized officer(s).

By: Sean Kirschenstein, Director **Date:** October 22, 2026



A copy of the translated version(s) is attached to this statement of certification.

NOTIFICACIÓN DE CONVENIO DE CONFORMIDAD CON LA LEY PAGA Y RENUNCIA A RECLAMACIONES

Ilana Meislik, en representación de ella misma y todos los empleados no exentos de California que se consideren agraviados, vs. Lamkone Restaurants Inc., una sociedad de California; Wahoo's Fish Taco, LLC
Tribunal Superior del Condado de Orange, Caso Núm. 30-2024-01391500-CU-OE-CXC

La presente notificación ha sido aprobada por el Tribunal Superior del Condado de Orange. La presente no constituye una oferta por parte de un abogado. No lo están demandando. Se adjunta un cheque de liquidación.

<<Nombre>>
<<Dirección>>
<<Ciudad>>, <<Estado>> <<Código Postal>>
XX - XX - __ __ __ __

I. NOTIFICACIÓN DE CONVENIO DE CONFORMIDAD CON LA LEY PAGA

El Tribunal Superior del Condado de Orange (el "Tribunal") ha aprobado un convenio en el juicio antes mencionado que presentó Ilana Meislik ("Demandante") en contra de Lamkone Restaurants, Inc. y Wahoo's Fish Taco, LLC ("Demandados") de conformidad con la Ley del Fiscal General Privado. En esta notificación se explica por qué recibe un pago y qué reclamaciones quedan resueltas con este acuerdo. El Tribunal ha dictado sentencia aprobando el convenio el [fecha de la sentencia].

A. ¿De qué trata esta demanda?

La demanda se interpuso de conformidad con la Ley del Fiscal General Privado ("PAGA", *por sus siglas en inglés*). La ley PAGA permite a los empleados ayudar al Estado a hacer cumplir la legislación laboral de California demandando a sus empleadores para que se les impongan sanciones civiles por presuntas infracciones al Código Laboral. Un empleado puede solicitar estas sanciones en nombre del Estado y de otros empleados presuntamente afectados por las infracciones, conocidos como "empleados agraviados". Las sanciones tienen por objeto desalentar que se cometan infracciones y animar a los empleadores a cumplir la ley. Son independientes de cualquier salario pendiente de pago u otra remuneración que se les pueda adeudar a los empleados por las infracciones a la ley que hayan sufrido personalmente.

La Demandante alega que los Demandados no pagaron a los empleados por horas todas las horas trabajadas según las tarifas mínimas y de horas extras aplicables; obligaron a los empleados a compartir las propinas con la administración y no llevaron un registro de las mismas; no concedieron los períodos de comida y descanso previstos por la normativa ni pagaron las primas correspondientes; proporcionaron nóminas inexactas; no pagaron la totalidad de los salarios adeudados al finalizar la relación laboral; y no facilitaron a los empleados actuales y antiguos sus expedientes personales (Código Laboral de California §§ 226 y 1198.5) y, como consecuencia de lo anterior, son

responsables de sanciones civiles en virtud de la ley PAGA (Código Laboral de California § 2698 et seq.).

El Tribunal ***no*** se ha pronunciado sobre el fondo de las pretensiones de la Demandante. La presente Notificación no debe interpretarse como una expresión de opinión alguna por parte del Tribunal sobre el fondo de las pretensiones de la Demandante.

Wahoo's Fish Taco, LLC y Lamkone Restaurants, Inc. niegan los argumentos de la Demandante. Sostienen que cumplieron en todo momento con el Código Laboral de California y celebran este Convenio sin admitir responsabilidad alguna, con el único fin de llegar a un acuerdo y resolver la demanda para evitar los costos y la carga operativa que supondría la continuación del litigio.

B. ¿Por qué recibe esta notificación?

Usted recibe esta Notificación porque forma parte del grupo de empleados denominado "Empleados Agraviados", que se define como: todas las personas del estado de California que están o han estado empleadas por Wahoo's Fish Taco, LLC y Lamkone Restaurants, Inc. en el estado de California entre el 3 de abril de 2023 y el 1 de febrero de 2026 ("Periodo PAGA").

II. PAGO INDIVIDUAL DE LA LEY PAGA

Los Demandados pagarán una indemnización bruta de $100,000. Una vez deducidos los pagos aprobados por el tribunal en concepto de honorarios de abogados, costos de litigio y los gastos de administración del acuerdo, el importe neto del acuerdo asciende a $70,772.46. De dicha cantidad, $53,079.35 se pagarán a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA", *por sus siglas en inglés*), y $17,693.11 se distribuirá a los Empleados Agraviados.

Su parte del Pago PAGA es $[IMPORTE], y su cheque se encuentra adjunto. Los pagos se calculan en función del número de períodos de pago que cada Empleado Agraviado haya trabajado durante el Periodo PAGA. La cantidad asignada a los Empleados Agraviados se divide entre el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados. Ese resultado se multiplica por su número de Períodos de Pago PAGA. Los registros de los Demandados indican que usted trabajó [NÚMERO] durante el Periodo PAGA.

Su pago se considera una sanción civil. Usted es responsable de cualquier impuesto que deba pagarse sobre la cantidad que reciba. El Administrador del Acuerdo emitirá un Formulario 1099 del IRS en caso de ser necesario.

III. RENUNCIA A RECLAMACIONES PAGA

El Tribunal ha aprobado el Convenio Transaccional de la ley PAGA y la Primera Modificación a dicho convenio (en conjunto, el "Convenio Transaccional"). De conformidad con el Convenio Transaccional, la renuncia descrita a continuación entrará en vigor en la fecha en la que los Demandados paguen en su totalidad el Importe Bruto del Convenio.

En esa fecha, todos los Empleados Agraviados, incluyéndolo a usted, liberarán de responsabilidad a las "Partes Exoneradas" de todas las reclamaciones por sanciones de la ley PAGA que se hayan argumentado o que razonablemente se hubieran podido argumentar teniendo en cuenta los hechos correspondientes al Periodo PAGA expuestos en la Demanda Vigente y en la Notificación de la PAGA presentada por la Demandante ante la LWDA. Estas reclamaciones incluyen presuntas infracciones de las secciones 201, 202, 203, 226, 226.7, 351, 353, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, y 1198.5 del Código Laboral de California, así como de las Órdenes Salariales pertinentes de la Comisión del Bienestar Industrial durante el Periodo PAGA. La renuncia se refiere a las sanciones previstas en la ley PAGA, y no a reclamaciones individuales por salarios no pagados, indemnizaciones por daños y perjuicios u otras compensaciones individuales.

Las "Partes Exoneradas" son Lamkone Restaurants, Inc.; Wahoo's Fish Taco; y sus respectivos propietarios y funcionarios: Renato "Mingo" Lee, Presidente y Gerente; Karina Guzman, Representante de Recursos Humanos; David Renaud, Director Financiero; y Wing Lam, Secretaria.

Usted no puede renunciar al Convenio de la ley PAGA. Una vez que los Demandados hayan pagado íntegramente el Importe Bruto del Convenio, quedará obligado por esta renuncia, incluso si no cobra el cheque del convenio.

IV. ADMINISTRADOR DEL ACUERDO

POR FAVOR, NO LLAME AL TRIBUNAL EN RELACIÓN CON ESTA NOTIFICACIÓN.

Puede llamar al Administrador del Acuerdo, **APEX CLASS ACTION, LLC,** al 800-000-0000 si tiene alguna duda.

Los cheques de liquidación caducarán a los 180 días de su emisión si no se han depositado ni cobrado. En tal caso, el Administrador del Acuerdo remitirá todos los fondos no reclamados a la Oficina del Contralor del Estado de California, de conformidad con la legislación sobre bienes no reclamados, a nombre del Empleado Agraviado al que se emitió el cheque. Si pierde o extravía su cheque, debe ponerse en contacto con el Administrador del Acuerdo de inmediato para solicitar una sustitución de cheque.