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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

PLAINTIFF'S SUPPLEMENTAL BRIEF IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date: October 15, 2026
Time: 2:00 p.m.
Judge: Judge McCormick
Dept.: CX105

I. INTRODUCTION

Plaintiff Ilana Meislik submits this supplemental brief in response to the Court's ruling on Plaintiff's Motion for Approval of PAGA Settlement. Plaintiff requests approval of the $100,000 PAGA settlement as modified by the First Amendment to the PAGA Settlement Agreement.

This brief addresses each of the Court's numbered concerns regarding the settlement, attorneys' fees and costs, notice to Aggrieved Employees, and proposed order and judgment. The accompanying materials include the supplemental declaration of Michelle B. Baker ("Baker Supp. Decl."), the declaration of Sean Hartranft, Chief Executive Officer of Apex Class Action LLC ("Hartranft Decl."), the original PAGA Settlement Agreement ("Agreement"), the Executed First Amendment to the Agreement ("Amendment"), Plaintiff's executed individual settlement agreement ("Individual Settlement Agreement"), the revised Notice to Aggrieved Employees ("Notice") and its redlined copy ("Redlined Notice"), and the revised proposed order and judgment ("Proposed Order and Judgment") and its redlined copy ("Redlined Proposed Order and Judgment"). Redlined versions of the Notice and Proposed Order and Judgment accompany the Baker Supplemental Declaration. Capitalized terms have the meanings assigned in the Agreement, as modified by the Amendment.

The settlement remains subject to the Court's assessment of whether it is fair, reasonable, and adequate in light of PAGA's enforcement purposes. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) The supplemental information and targeted revisions below address the matters identified by the Court without restating the original motion in full.

II. RESPONSES REGARDING THE SETTLEMENT

1. Submission of the Motion Papers to the LWDA

In response to the Court's request, Plaintiff filed a supplemental proof of service documenting the original March 12, 2026 submission to the Labor and Workforce Development Agency ("LWDA"). That proof identifies the documents submitted, the submission date, and the method of service. (ROA 81; Baker Supp. Decl., ¶ 7.)

On October 2, 2026, Plaintiff submitted the Agreement, Amendment, Revised Notice including the certified Spanish translation, this Supplemental Brief, Baker Supplemental Declaration and accompanying exhibits, Defendants' declaration concerning similar actions,

Hartranft Declaration and accompanying exhibits, and Revised Proposed Order and Judgment to the LWDA through its online submission portal. The submission confirmation is attached to the Baker Supplemental Declaration, and a proof of service identifying the documents submitted and the date and method of submission is filed concurrently. Plaintiff will provide the LWDA with the Court's order and judgment approving the settlement following entry. (Baker Supp. Decl., ¶ 8, Ex. 2.)

2. Average, Highest, and Lowest Individual PAGA Payments

Based on employee data supplied by Defendants and projected through the February 1, 2026 end of the PAGA Period, the estimated settlement population consists of 772 Aggrieved Employees who worked approximately 24,226 PAGA Pay Periods. The estimated average Individual PAGA Payment is $14.82 the estimated highest payment is $34.95, and the estimated lowest payment is 00.47. (Baker Supp. Decl., ¶¶ 9-11, 17.)

3. Plaintiff's Total Anticipated Compensation and Individual Settlement Agreement

Plaintiff's individual claims were resolved through a separate Individual Settlement Agreement. Plaintiff's individual settlement is separate from the $100,000 Gross Settlement Amount under the PAGA settlement and does not reduce that amount.

Excluding the requested Representative Service Payment, Plaintiff's total anticipated compensation is $38,002.83 consisting of $38,000 under the Individual Settlement Agreement and an estimated Individual PAGA Payment of $2.83. (Baker Supp. Decl., ¶ 18.)

A true and correct copy of the executed Individual Settlement Agreement has been submitted separately as Exhibit No. 3 to the Baker Supplemental Declaration through OneLegal with a confidential designation. (Baker Supp. Decl., ¶ 19.)

4. Purpose of the Representative Service Payment

The Amendment replaces the sentence in Agreement section 3.2.3 describing the purpose of the representative award. The revised provision states that the award compensates Plaintiff for her time, effort, initiative, and risk incurred on behalf of all Aggrieved Employees. The requested Representative Service Payment, in an amount not to exceed $5,000, does not compensate Plaintiff for a general release of her individual claims. (Amendment, § 3; Baker Supp. Decl., ¶¶ 4, 9.)

5. Specific End Date for the PAGA Period

The Amendment revises Agreement section 1.20 to specify that the PAGA Period runs from April 3, 2023, through February 1, 2026. That same end date is used in the Notice, and the Proposed Order and Judgment. (Amendment, § 1; Notice, § I.)

6. Narrowed Definition of Released Parties

The Amendment revises Agreement section 1.27 to replace "include" with "are" and remove the categories identified by the Court as unrelated, ambiguous, or unidentified. 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. The Notice uses the same definition. (Amendment, § 2; Notice, § III.)

7. Inclusion of Aggrieved Employees in the release provision

The Amendment inserts "Aggrieved Employees" after "Plaintiff" and before "and PAGA Counsel" in Agreement section 5, as directed by the Court. (Amendment, § 4.)

8. Revision to Agreement section 5.2

The Amendment deletes the phrase "that are based on the facts of the Action and the PAGA Notices submitted by Plaintiff to the LWDA" from Agreement section 5.2, as directed by the Court. The Notice describes the Aggrieved Employees' release consistently with the Agreement as amended. (Amendment, § 5; Notice, § III.)

9. Removal of the provision permitting a shortened release period

The Amendment provides that, if the Court approves the February 1, 2026 PAGA Period end date, Agreement section 8 is deleted in its entirety. Approval of that end date therefore eliminates the provision permitting Defendants to shorten the release period. (Amendment, § 6.)

10. Settlement Administrator Qualifications, Security, Insurance, and Fees

The Settlement Administrator is Apex Class Action LLC ("Apex"). Apex's team has a combined 100 years of settlement administration experience and has managed numerous class and PAGA actions. Its services include notice distribution, a bilingual toll-free call center, payment calculations, and settlement fund distribution. Apex's qualifications are detailed in Exhibit A to Sean Hartranft's declaration. (Hartranft Decl., ¶¶ 2–4, Ex. A.)

Apex restricts access to employee information to personnel who need it to perform their duties and conducts background checks on personnel with access to sensitive information. Apex is SOC 2 Type II certified, and its Data Management Policy requires encryption, access controls, and secure disposal of confidential records. Apex also maintains $2,000,000 in professional liability insurance and $5,000,000 in cyber liability insurance. Its security policy and insurance documentation are attached as Exhibits B and C. (Hartranft Decl., ¶ 5, Exs. B–C.)

Apex's original $9,000 proposal was prepared before the estimated number of Aggrieved Employees was known. Based on the current estimated number of Aggrieved Employees, Apex has provided an updated proposal of $7,990 identifying the services included in that amount. Plaintiff requests approval of the reduced expense. (Baker Supp. Decl., ¶ 23, Ex. 6.)

Counsel has reviewed the updated proposal and believes the requested expense is reasonable in light of the identified services and estimated number of Aggrieved Employees. Apex has not yet performed the proposed settlement administration services, so no invoice has been issued. Plaintiff submits the updated proposal as documentation supporting the requested administration expense. (Baker Supp. Decl., ¶ 24, Ex. 6.)

11. Unique circumstances supporting the requested attorneys' fees

The requested $35,000 attorneys' fee award, representing 35% of the Gross Settlement Amount, is supported by the unusual work required to evaluate the tip pooling claim and the substantial reduction from counsel's lodestar.

Before mediation, Defendants produced pay records, work schedules, and tip-pooling charts from the location where Plaintiff worked with identifying information redacted. Counsel requested unredacted records, but they were not provided. Counsel consequently had to compare entries across multiple records to identify managerial employees and determine how hours worked corresponded to tip distributions. (Baker Supp. Decl., ¶ 13.)

Counsel spent several days cross-referencing the few unredacted tip-pooling sheets in Plaintiff's possession with Defendants' redacted paystubs, tip-pooling sheets, and work schedules. Because the records were redacted and not text-searchable, counsel manually compared hours worked and corresponding entries, with Plaintiff's input, to identify individuals and determine who received tips and in what amounts. This analysis established that store

managers received tips from the pools reflected in the reviewed records. It also showed that, on one occasion, another manager received a disproportionately large share of tips relative to her recorded hours worked. (Baker Supp. Decl., ¶ 14.)

This reconstruction required substantially more work than reviewing identifiable payroll records. Counsel had to reconstruct the identities and distributions underlying the production before evaluating the tip-pooling claim. That work informed counsel's evaluation of the claim and settlement and supports the requested departure from the Court's stated 30% threshold. (Baker Supp. Decl., ¶¶ 13–15.)

As of October 1, 2026, Baker Law Group, LLP had devoted 138.2 attorney hours to this matter, resulting in a lodestar of $117,470. The requested $35,000 fee represents approximately 30% of counsel's lodestar and is $82,470 below it. The firm's Time and Billing Journal is attached as Exhibit No. 4 to the Baker Supplemental Declaration. (Baker Supp. Decl., ¶¶ 20–21, Ex. 4.) A lodestar comparison provides a means of evaluating the reasonableness of a percentage fee in a common fund case. (*Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 504-506.)

The additional 5% sought above the Court's stated 30% threshold amount to $5,000. Even with that additional amount, the requested fee remains substantially below Counsel's PAGA lodestar. Considered together, the unusual burden imposed by the redacted production and the substantial reduction from the value of counsel's recorded work support approval of the requested $35,000 award.

12. Revised Litigation Costs

Parking charges and case pull fees from the requested litigation expenses have been removed. The revised request is $6,237.54, supported by an updated itemized Cost Transaction Summary. (Baker Supp. Decl., ¶ 23, Ex. 5.)

13. No Fee Splitting Arrangement

Baker Law Group, LLP has no fee-splitting arrangement with any other counsel concerning the attorneys' fees requested in this action. (Baker Supp. Decl., ¶ 22.)

14. Inquiry Regarding Similar Pending Actions

After reasonable inquiry, Plaintiff's counsel is not aware of any class, representative, or other collective action pending in another court asserting claims similar to those asserted in this

action. Defendants have also submitted a separate declaration addressing the Court's inquiry concerning similar actions. (Baker Supp. Decl., ¶ 25; Carney Decl., ¶ 2.)

III. RESPONSES REGARDING THE NOTICE

15. Consistency with the Amended Settlement

The Notice reflects the Agreement as amended, including the specific PAGA Period end date, narrowed Released Parties definition, revised release provisions, and current proposed allocations. (Notice, §§ I–IV.)

16. Required Notice Disclosures

Section I explains PAGA and summarizes the factual allegations of the operative complaint. Section II states the Gross Settlement Amount, Net Settlement Amount, and allocations to the LWDA and Aggrieved Employees; explains the pay-period formula for calculating Individual PAGA Payments; and describes each recipient's responsibility for taxes payable on the amount received. Section III describes the scope of the released PAGA claims and states that Aggrieved Employees cannot opt out and will be bound by the release even if they do not cash their checks. (Notice, §§ I–III.)

17. References to Defendants in the plural

The Notice refers to Defendants in the plural throughout. The sentence containing the singular references identified by the Court has been rewritten to state that Defendants deny the allegations. (Notice, § I.)

18. Effective Date of the Release

Section III states that the Aggrieved Employees' release takes effect once Defendants fully fund the Gross Settlement Amount, consistent with the Agreement. The inconsistent references to the release taking effect on another date have been removed. (Agreement, § 4; Notice, § III.)

19. Identification of Released Parties

Section III uses the narrowed definition of Released Parties stated in the Amendment as referenced above and removes the inconsistent and overbroad categories identified by the Court. (Amendment, § 2; Notice, § III.)

20. Scope of the Aggrieved Employees' Release

Section III describes the release of PAGA civil penalty claims based on the PAGA Period facts stated in the operative complaint and PAGA Notice, consistently with the operative release language in the Agreement as amended. It also explains that the settlement does not release Aggrieved Employees' individual claims for wages or other individual relief. (Amendment, § 5; Notice, § III.)

21. Settlement website

Apex will not maintain a website for this settlement. The Notice provides Apex's contact information for Aggrieved Employees who have questions regarding the settlement or their payments. (Notice, § IV.)

22. Notice in Additional Languages

The Notice will be provided in English and Spanish. The English-language notice and a certified Spanish translation are attached to the Proposed Order and Judgment as Exhibit C.

IV. RESPONSES REGARDING THE PROPOSED ORDER AND JUDGMENT

23. Consistency with the Amended Settlement

The Proposed Order and Judgment incorporates the Agreement as amended and reflects the final PAGA Period, proposed allocations, release provisions, and Notice.

24. Removal of Counsel Information from the Caption

Counsel information has been removed from the caption page of the Proposed Order and Judgment, as directed.

25. Exhibits to the Proposed Order and Judgment

The Agreement and Amendment are attached as Exhibits A and B to the Proposed Order and Judgment. The English-language Notice, together with the certified Spanish translation is attached as Exhibit C.

26. Notice of entry of judgment to Aggrieved Employees

Apex will give notice of entry of judgment through the Settlement Notice mailed with each Individual PAGA Payment. The notice will state that judgment approving the settlement has been entered and identify the date of entry. The Amendment and Proposed Order and Judgment reflect this procedure. (Amendment, § 7.)

27. Direction to Administer the Settlement

The Proposed Order and Judgment expressly orders the parties, their counsel, and the Settlement Administrator to administer the settlement in accordance with the Agreement as amended.

28. Retained Jurisdiction Under Section 664 6

The proposed order and judgment references Code of Civil Procedure section 664.6 and provides for retained jurisdiction to enforce the settlement.

29. Final accounting hearing and Administrator report

The Proposed Order and Judgment suggests a final accounting hearing on Thursday July, 22, 2027 at 9:00 a.m. in Department CX105. The proposed date follows the anticipated deadline to cash settlement checks. The Proposed Order and Judgment further requires counsel to submit a final Administrator's report at least nine court days before the hearing. The report will address the status of settlement administration, including the actual amounts paid to Aggrieved Employees, the other amounts distributed under the settlement, and any uncashed checks.

V. REDLINED DOCUMENTS

The settlement changes are presented in the Amendment rather than a replacement amended settlement agreement. Redlined versions of the Notice to Employees and Proposed Order and Judgment are attached as Exhibit No. 1 to the Baker Supplemental Declaration.

VI. CONCLUSION

For the reasons stated in the original motion and this supplemental brief, Plaintiff respectfully requests that the Court approve the PAGA Settlement Agreement as modified by the Amendment; approve attorneys' fees of $35,000, litigation expenses of $6,237.54, settlement administration expenses of $7,990, and a Representative Service Payment not to exceed $5,000; and enter the Proposed Order and Judgment, including the final accounting requirements.

Dated: October 2, 2026

Respectfully submitted,



Michelle B. Baker (SBN199130)