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Counsel for Plaintiff Ilana Meislik

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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 **SUPPLEMENTAL DECLARATION OF MICHELLE B. BAKER IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION TO APPROVE PAGA SETTLEMENT** Date: October 15, 2026 Time: 2:00 p.m. Judge: Judge McCormick Dept.: CX105

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.

2. I submit this supplemental declaration in support of Plaintiff's Motion for Approval of PAGA Settlement and to address the matters identified in the Court's May 28, 2026, order. This declaration supplements my previously filed declaration. The updated figures stated herein supersede the corresponding figures in my original declaration.

3. A true and correct copy of the fully executed PAGA Settlement Agreement ("Agreement") is attached to the Proposed Order and Judgment as Exhibit A. A true and correct copy of the executed First Amendment to the PAGA Settlement Agreement ("Amendment"), (together the PAGA Settlement Agreement") is attached to the Proposed Order and Judgment as Exhibit B. A true and correct copy of the Notice to Aggrieved Employees including a certified Spanish translation is attached to the Proposed Order and Judgment as Exhibit C.

4. The Amendment establishes the PAGA Period as April 3, 2023, to February 1, 2026, and incorporates additional revisions addressing the Court's concerns. Among other revisions, the Amendment clarifies that the requested representative award compensates Plaintiff for her time, effort, initiative, and risk incurred on behalf of the Aggrieved Employees. The requested award does not compensate Plaintiff for a general release of her individual claims.

5. The Notice to Aggrieved Employees explains the nature of the action, the claims released, the settlement allocations, the method for calculating Individual PAGA Payments, recipients' responsibility for any applicable taxes, and the binding effect of the settlement regardless of whether an employee cashes the settlement check.

6. Redlined versions of the Notice to Aggrieved Employees and the Proposed Order and Judgment are attached hereto as Exhibit No. 1.

7. In response to the Court's request, a supplemental proof of service documenting the original March 12, 2026 submission to the LWDA was filed with the Court. (ROA 81.)

8. On October 2, 2026, I submitted the following documents to the Labor and Workforce Development Agency ("LWDA") through its online submission portal: (1) the executed PAGA Settlement Agreement; (2) the executed First Amendment to the PAGA Settlement Agreement; (3) the Proposed Notice to Aggrieved Employees, including the certified Spanish translation; (4) Plaintiff's Supplemental Brief in Support of the Motion for Approval of PAGA Settlement; (5) this Supplemental Declaration of Michelle B. Baker and its accompanying exhibits; (6) Defendants' declaration concerning similar actions; (7) the declaration of Hartranft concerning settlement administration and its accompanying exhibits; and (8) the Proposed Order and Judgment. Attached hereto as Exhibit No. 2 is a true and correct copy of the submission confirmation. A Proof of Service identifying the documents

submitted to the LWDA on October 2, 2026, and the method of submission is filed concurrently with these supplemental papers. Plaintiff will provide the LWDA with the Court's order and judgment approving the settlement following entry.

9. The PAGA settlement is subject to Court approval consistent with Labor Code § 2699(l)(2). The PAGA Settlement Agreement provides for a Gross Settlement Amount of $100,000.00 to resolve the PAGA claims. The proposed deductions from the Gross Settlement Amount are a PAGA Counsel Award of $35,000.00, representing 35% of the Gross Settlement Amount; reimbursement of incurred litigation expenses of $6,237.54; Claims Administration Costs of $7,990.00; and a Representative Service Payment to Plaintiff not to exceed $5,000.00.

10. Assuming approval of these deductions, including the full requested Representative Service Payment, the remaining amount for PAGA penalties is $45,772.46. Of that amount, 75%, or approximately $34,329.35, will be paid to the LWDA, and 25%, or approximately $11,443.11, will be distributed to the Aggrieved Employees.

11. Based on employee data supplied by Defendants and projected through the end of the PAGA Period, the estimated number of Aggrieved Employee is 772 Aggrieved Employees who worked approximately 24,226 PAGA Pay Periods. The underlying data identified employees, pay rates, and hours worked through the Parties' October 21, 2025 mediation. The underlying data was used as projections through end of the PAGA Period of February 1, 2026.

12. Counsel used the above figures to estimate potential exposure. For each pay-period-based claim, the calculation applies the assumed penalty to the estimated aggregate PAGA Pay Periods and the assumed violation rate. The estimates assume one violation in each affected employee pay period.

Claim	Penalty Amount	No. of Pay Periods	Violation Rate	Total Penalties
Unlawful Tip Pooling Cal. Labor code §§ 351, 353	$100	24,226	14% of PAGA Pay Periods	$339,164
Meal Period Violations Cal. Labor Code §§ 226.7, 512	$50	24,226	10% of PAGA Pay Periods	$121,130
Rest Period Violations Cal. Labor Code §§ 226.7, 512	$50	24,226	10% of PAGA Pay Periods	$121,130
Wage Statement Violations Cal. Labor Code § 226	$100	24,226	14% of PAGA Pay Periods	$339,164
Waiting Time Penalties Cal. Labor Code § 203	$16.50/hr x 5.5hr workdays x 30 days	287 terminations		$781,357

13. Plaintiff alleges Defendants maintained an unlawful tip-pooling practice at certain locations through which managers or supervisors received gratuities belonging to employees. Defendants deny these allegations and contend their tip-pooling practices complied with California law.

14. Evaluating the tip-pooling claim required substantial review and reconciliation of the records produced by Defendants in advance of mediation. The records included pay records, schedules, and tip-pooling charts from the location where Plaintiff worked. Identifying information had been redacted from those records. Counsel requested unredacted records, but they were not provided. As a result, counsel had to compare entries across multiple records to identify which individuals were managerial employees and determine how hours worked corresponded to the distribution of tips.

15. Counsel spent several days reconstructing the tip distributions. Counsel cross-referenced 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, this process required manual review and comparison of individual entries without automated matching or text-search tools. By comparing hours worked and other corresponding entries, and cross-referencing data with Plaintiff's input, counsel identified the individuals whose names had been redacted and determined who received tips and in what amounts. This analysis established that store managers received tips from the tip pools reflected in the records reviewed. It also showed that on one occasion, another manager received a disproportionately large share of tips relative to her recorded hours worked. These findings informed counsel's evaluation of the tip-pooling claim and the settlement.

16. In evaluating the $100,000 Gross Settlement Amount, I considered the records produced, Defendants' defenses, the difficulty of establishing the alleged violations across the settlement population, the risk that the Court would reject or reduce some of the requested penalties, and the additional expense and delay associated with continued litigation. Based on that evaluation, I believe the settlement provides a fair and reasonable resolution of the disputed PAGA claims.

17. Based on the estimated Aggrieved Employees, the estimated average Individual PAGA Payment is $14.82, the estimated highest payment is $34.95, and the estimated lowest payment is 00.47.

18. Using approximately 24,226 total PAGA Pay Periods and an estimated $11,443.11 available for distribution to Aggrieved Employees, I estimate Plaintiff's Individual PAGA Payment to

be $2.83. Accordingly, Plaintiff's estimated total anticipated compensation, excluding the requested Representative Service Payment, is $38,002.83, consisting of $38,000.00 under the Individual Settlement Agreement and her estimated Individual PAGA Payment of $2.83.

19. A true and correct copy of the executed Individual Settlement Agreement has been submitted separately as Exhibit No. 3 through OneLegal with a confidential designation pursuant to discussion with opposing counsel who advised of her call with the Clerk's office regarding same.

20. As of October 1, 2026, Baker Law Group, LLP incurred a total lodestar of $117,470.00 for 138.2 hours worked by counsel in successfully litigating this matter. A true and correct copy of the firm's Time and Billing Journal through that date is attached as Exhibit No. 4. I have reviewed these records and believe the time recorded was reasonably necessary to investigate, litigate, and resolve this action and obtain approval of the settlement.

21. PAGA Counsel requests $35,000 in attorneys' fees, representing 35% of the Gross Settlement Amount. The attorneys' fee request represents approximately 30% of PAGA Counsel's lodestar. The requested fee reflects, among other work, the time required to reconstruct and analyze the redacted records described above.

22. There is no fee-splitting arrangement with any other counsel concerning the attorneys' fees requested in this action.

23. As of October 1, 2026, Baker Law Group, LLP had incurred $6,237.54 in litigation expenses in prosecuting this action. A true and correct copy of the updated Cost Transaction Summary is attached hereto as Exhibit No. 5. These expenses include LWDA filing fees, postage, court filing fees, mediation fees, and certified translation fees. I have reviewed the expenses and believe they were reasonably necessary to the prosecution and resolution of this action.

24. Apex Class Action LLC's ("Apex") original $9,000.00 proposal was prepared before the estimated number of Aggrieved Employees was known. Based on the current estimated settlement population, Apex has provided an updated proposal of $7,990.00 identifying the services included in that amount. Based on those services and the estimated settlement population, I believe the requested administration expense is reasonable. Apex has not yet performed the proposed settlement

administration services, so no invoice has been issued. A true and correct copy of the updated proposal is attached hereto as Exhibit No. 6.

25. After reasonable inquiry, I am not aware of any class, representative, or other collective action pending in another court asserting claims similar to those asserted in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 2nd day of October 2026, at San Diego, California.

By: _____
Michelle B. Baker
Attorney for Plaintiff

Exhibit No. 1

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.

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<<City>>, <<State>> <<Zip Code>>
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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.

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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;

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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 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.

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, Plaintiff's representative award, and settlement administration costs, the net settlement amount is $[NET AMOUNT]. Of that amount, $[LWDA AMOUNT] will be paid to the California Labor and Workforce Development Agency ("LWDA"), and $[EMPLOYEE AMOUNT] 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. In general, they concern wages, tips, meal and rest periods, wage statements, final pay, and employment records. The release covers PAGA penalties, not any individual claims for unpaid wages, damages, or other individual relief.

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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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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.¶

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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

REVISED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT AND JUDGMENT

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

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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.

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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 $35,000, reimbursed litigation expenses in the amount of $6,237.54, Claims Administration Costs in the amount of $7,990.00, and a Representative Service Payment to Plaintiff in the amount of $5,000 . After these deductions, the remaining $45,772.46 constitutes the PAGA Penalties. Seventy-five percent (75%) of the PAGA Penalties, or approximately $34,329.35, shall be paid to the LWDA, and twenty-five percent (25%), or approximately $11,443.11, 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

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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

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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

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JUDGE OF THE SUPERIOR COURT

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