

John G. Yslas (SBN 187324)
John.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
Emily Borman (SBN 303180)
Emily.borman@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

FRANCISCO AMADOR-MENDEZ,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

HIDEAWAY GOLF CLUB STAFFING, LLC, a
Delaware limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CVRI2500527

*[Assigned for All Purposes to: Judge Harold
W. Hopp, Dept. 1]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: February 23, 2026

Time: 8:30 a.m.

Dept.: 1

Action Filed: January 29, 2025

Trial date: Not set

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1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF” or “PAGA Counsel”), counsel for Plaintiff Francisco Amador-Mendez (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

Relevant Facts and Procedural History

3. On January 29, 2025, Plaintiff filed this representative action against Defendant, on behalf of himself, the State of California, and other aggrieved persons for civil penalties pursuant to California Private Attorneys General Act, Cal. Labor Code § 2699, et seq. (“PAGA”) alleging Civil Penalties Under PAGA.

4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice on November 15, 2024, to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-1061893-24).

5. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Steve Mehta, a well-respected and experienced mediator in wage-and-hour class and representative actions. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiff obtained through informal discovery a representative sampling of time and payroll data for the Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions.

6. On August 21, 2025, the Parties engaged in an all-day mediation session before Mr. Mehta. With the help of Mr. Mehta, the Parties were able to reach an agreement on general settlement terms at mediation. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not

1 being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a
2 manageable trial, the merits of Defendant's potential defenses, and the significant delay and
3 potential appellate issues inherent to litigation – and was reached after extensive arm's length
4 negotiations, with the assistance of Mr. Mehta.

5 PAGA Settlement

6 7. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
7 Amount ("GSA") payment in the amount of \$330,000.00 to resolve the PAGA Action. Settlement
8 Agreement § 3.1. The GSA will be used to pay PAGA Penalties, PAGA Representative Service
9 Payments, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, and Administrator Expenses.
10 Settlement Agreement § 1.11. After deducting the PAGA Representative Service Payment
11 (\$7,500.00), PAGA Counsel Fees (\$115,500.00), PAGA Counsel Litigation Expenses
12 (\$14,289.45), and Administrator Expenses Payment (\$5,250.00) from the GSA, the amount
13 remaining is the Net Settlement Amount ("NSA"). Settlement Agreement § 1.16. The NSA, which
14 is estimated to be \$187,460.55, shall be distributed as PAGA Penalties with 65% of the NSA
15 allocated to the LWDA PAGA Payment and 35% of the NSA allocated to Individual PAGA
16 Payments. Settlement Agreement § 3.2.4. Attached hereto as **Exhibit 1** is a true and correct copy
17 of the PAGA Settlement Agreement.

18 8. This PAGA Settlement amount compares favorably to the estimated amount of
19 PAGA penalties. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties
20 was potentially \$921,700.00 for an estimated 425 employees based on 9,217 pay periods. The
21 valuation of \$92,170.00 is the civil penalty amount calculated at the maximum statutory rate and
22 without stacking, which is not usually permitted. If stacking is permitted, then the valuation
23 increases with each additional penalty added to each pay period. Plaintiff, however, is not aware
24 of any PAGA award that permitted stacking and, in the cases cited herein, only one penalty per
25 pay period was assessed.

26 9. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
27 compensated, and that they did not violate the Labor Code as to any of them. Accordingly,
28 Defendant disputes and denies Plaintiff's allegations and claims asserted in the operative complaint

1 which are resolved by the Settlement Agreement. Defendant asserted additional defenses to the
2 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could
3 argue that no penalties prior to the PAGA notification should be awarded because the violations
4 were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA
5 claim and the potential that some or all the PAGA penalties sought may not be awarded.

6 10. While Plaintiff is confident in the merits of the case, a legitimate controversy exists
7 as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the
8 underlying claims. Plaintiff also took into account the fact that continued litigation would be
9 expensive, involving a trial and possible appeals, and would substantially delay and potentially
10 reduce any recovery to the State of California and the Aggrieved Employees. Assuming Plaintiff
11 could prove at least one violation per pay period and the Court awarded \$100.00 in PAGA penalties
12 for each of the 9,217 pay periods during the PAGA Period, the total penalties would be
13 approximately \$921,700.00. As such, the Gross Settlement Amount of \$330,000.00 is
14 approximately 35.80% of the maximum realistic liability in this case.

15 11. Thus, when the risks of litigation, the burdens of proof necessary to establish
16 liability, and the probability of appeal of a favorable judgment are considered, it is clear the
17 settlement amount of \$330,000.00 is reasonable and in the best interest of the State of California
18 and the public. Plaintiff objectively and knowledgably balanced the strengths and weaknesses of
19 his claims against the risk of continued litigation and were able to determine a realistic range of
20 settlement recovery for PAGA penalties.

21 Attorneys' Fees and Costs

22 12. Plaintiff is represented by WLF. The attorneys at WLF performed significant work
23 and expended litigation costs in prosecuting this matter with no guarantee of payment.

24 13. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
25 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
26 employees. WLF is actively and continuously practicing in employment litigation, representing
27 employees in both individual and class actions in both state and federal courts throughout
28 California.

1 14. WLF is qualified to handle this litigation because its attorneys are experienced in
2 litigating Labor Code violations in individual, class action, and representative action cases. WLF
3 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
4 class actions involving consumer rights and data privacy litigation.

5 15. I graduated from the University of California, Santa Barbara with High Honors in
6 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
7 School in 1996.

8 16. Upon graduating from law school in 1996, I worked for a boutique law firm
9 practicing general litigation which included employment law matters. Since 2000 (that is, the last
10 26 years) my practice has been exclusively focused on labor and employment matters including
11 handling wage and hour class, collective and representative actions (including the California
12 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
13 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
14 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
15 LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage
16 and Hour Practice Group). During my time at these law firms, I was the primary attorney or took
17 a major leading role in defending employers on numerous wage and hour class, collective and
18 representative actions.

19 17. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
20 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
21 hour class and representative actions litigating such matters on behalf of plaintiff employees in
22 numerous Superior Courts and District Courts. Across matters representing both plaintiffs and
23 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
24 and representative actions. Since starting to settle cases in late April 2023, I have already
25 successfully mediated matters in which I have been counsel or co-counsel resulting in well **over**
26 **\$200 million** in settlements and verdicts which are in the process of being finalized, and with
27 numerous upcoming mediations scheduled. In those, and numerous other matters, I have
28 managed and assisted with the litigation and settlement of many wage and hour PAGA and class

1 actions. In these actions, I performed similar tasks as those performed in the course of
2 prosecuting this action. Indeed, I recently tried and prevailed in achieving a jury verdict in a
3 certified wage and hour class action in the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los
4 Angeles County Superior Court, Case No. 19STCV36438 (settled after verdict).

5 18. I have received numerous awards for my legal work. For example, from 2015 to
6 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters)
7 have also served on numerous prominent boards and in other leadership positions, including
8 currently serving as Southern California Regional President for the Hispanic National Bar
9 Association and on the board of directors of the Mexican American Bar Foundation. I also
10 previously served on the 5-member Los Angeles Civil Service Commission, which generally
11 oversees the personnel decisions for the City of Angeles.

12 19. I have also published numerous blogs on labor and employment issues including on
13 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
14 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
15 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
16 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
17 presenter involving the “Employment Law Update” at a National Employment Law Council
18 conference. I currently bill at an hourly rate of \$1,500.00.

19 20. Eugene Zinovyev is a Junior Partner at WLF. He graduated from the University of
20 California Berkeley with a Bachelor of Arts in Political Economy of Industrial Societies, and
21 received his Juris Doctor from the University of California, San Francisco School of Law in 2009.
22 He has practiced employment and wage and hour law since on both the plaintiff and defense sides.
23 Mr. Zinovyev has tried multiple jury cases to verdict as well as numerous bench trials. He has also
24 briefed published appellate court decisions in both state and federal court. Mr. Zinovyev is
25 admitted to practice before all Federal District Courts in California as well as the 9th Circuit Court
26 of Appeals. He is also a member of the California Employment Lawyers Association. He has
27 mediated and settled dozens of class and representative actions as well as individual civil matters.
28 Mr. Zinovyev’s hourly billing rate is \$950.00.

1 21. Emily Borman is a Junior Partner at Wilshire Law Firm, PLC. She was admitted to
2 practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University
3 with a Bachelor of Science in Development Sociology and a Minor in Applied Economics and
4 Management. While at Cornell she was inducted into the Alpha Kappa Delta International Honor
5 Society. Ms. Borman received her Juris Doctor from University of California Law San Francisco
6 (formerly UC Hastings). Since graduating, her practice has been in employment law, including
7 Plaintiff-side wage and hour cases. Ms. Borman has received numerous awards for her legal work.
8 In 2021 and from 2023 to 2025, Super Lawyers selected her as a “Southern California Rising Star.”
9 Ms. Borman was selected as one of the “Best Lawyers in America” from 2021 to 2025. Ms.
10 Borman currently bills at an hourly rate of \$850.00.

11 22. Gabriella Solé is an Associate Attorney at Wilshire Law Firm, PLC. She was
12 admitted to practice law in the State of California in 2022. Ms. Solé graduated from University of
13 California, Los Angeles with a Bachelor of Arts in Sociology. She received her Juris Doctor from
14 University of San Francisco, School of Law. During law school, she was a First Year Moot Court
15 Director on the Moot Court Board. Since graduating, her practice has been mainly focused on wage
16 and hour class action litigation. Ms. Solé’s hourly billing rate is \$550.00.

17 23. WLF’s hourly rates are comparable to those charged by other class action plaintiffs’
18 counsel and the firms defending class actions. WLF’s rates are well within the range of hourly
19 rates that the Los Angeles legal marketplace would compensate counsel for similar
20 services accomplishing similar results. For example, in *Bronshteyn v. State of California*, Los
21 Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff’s Motion for Statutory
22 Attorneys’ Fees and Costs filed March 30, 2023, an employment action brought by two small law
23 firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found
24 that counsel’s 2022 hourly rates of \$1,100 and \$1,000 per hour were reasonable for the plaintiff’s
25 five senior attorneys, including \$1,000 per hour for the plaintiff’s 23-year lead counsel and \$850
26 per hour for a senior associate. These rates were then augmented by a 1.75 lodestar multiplier and
27 affirmed by the California Court of Appeals. The rates (and multiplier) requested here are well in
28 line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC, et al.* (LASC

Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for a 14-year attorney.

24. WLF has been approved as Class Counsel by courts in California. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-607359. The total hours expended on this action are reasonable and in line with those expended in comparable cases.

25. In cases in which WLF has been approved as Class Counsel, California courts have approved rates similar to those requested by WLF in the instant case. *See, e.g., Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were

1 approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C.
2 Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval
3 (\$500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles
4 County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G.
5 Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga
6 (\$550.00), and Andrew Sandoval (\$500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et.*
7 *al.*, Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as
8 follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00),
9 Fawn F. Bekam (\$800.00), Diego Aviles (\$800.00), Aram Boyadjian (\$600.00), Harry Erganyan
10 (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Carlos Santos Granados*
11 *v. Sunny Hills Management Co., Inc.*, Los Angeles County Superior Court, Case No.
12 23STCV02109 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A.
13 Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles (\$750.00), Courtney M. Miller
14 (\$650.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00),
15 Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Kayla Kurges v. Khanna*
16 *Enterprises, Ltd. dba Sheraton Agoura Hills*, Los Angeles County Superior Court, Case No.
17 24STCV01590 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Jeffrey C.
18 Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval
19 (\$500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court,
20 Case No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas
21 (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Fawn F. Bekam (\$800.00),
22 Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00));
23 *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los
24 Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows:
25 John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego
26 Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan
27 (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *George Munoz v.*
28 *Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No.

23STCV04247 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.*, Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)).

26. WLF has performed significant work and incurred litigation costs in prosecuting this matter with no guarantee of any payment. The efforts expended by PAGA Counsel to achieve this result include, but are not limited to, the following:

- a. The investigation of the matter, including meeting with Plaintiff, reviewing Defendants' policies, and requesting and reviewing Plaintiff's time and pay records, personnel files, and exploring the corporate structure of Defendants;
- b. filing the Action;
- c. attending status conferences and meeting and conferring with Defendants regarding the case;
- d. meeting and conferring with Defendants regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- e. selecting a mediator and mediation date;
- f. working with opposing counsel and expert consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiff to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
- g. reviewing policy documents from Defendants and researching applicable defenses;
- h. preparation of the mediation brief and damages model for use at mediation;
- i. attendance at the mediations by all Parties and Counsel;

j. communicating with Plaintiff who requested updates or other information regarding this matter;

k. negotiating, finalizing and fully executing the settlement agreement; and

l. preparing and filing the instant Motion for Approval of PAGA Settlement and supporting documents.

27. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this field with **171.9** hours of work resulting in **\$167,015.00** in fees. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This amount does not include the time PAGA Counsel will spend at the final approval hearing and assisting the Settlement Administrator following approval of the PAGA settlement. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
John G. Yslas	37.4	\$1,500.00	\$56,100.00
Eugene Zinovyev	86.8	\$950.00	\$82,460.00
Emily Borman	7.4	\$850.00	\$6,290.00
Gabriella Solé	40.3	\$550.00	\$22,165.00
TOTAL	171.9		\$167,015.00

28. PAGA Counsel's lodestar surpasses the requested attorneys' fee award of \$115,500.00 (35% of the GSA), resulting in a negative multiplier. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. This time could have been spent on other potentially lucrative cases. PAGA Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. Moreover, PAGA Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiff may not succeed at class certification and/or trial. Any

1 of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have
2 been left with no compensation for all the time and money invested in litigating this case. Despite
3 these risks, PAGA Counsel took this case on a contingency basis so that PAGA Members (a
4 particularly vulnerable group of hourly paid workers) could be compensated for their unpaid
5 wages. Consequently, PAGA Counsel was precluded from focusing on, or taking on, other cases
6 which could have resulted in a larger, and less risky, monetary gain.

7 29. The Court should also consider that PAGA Counsel's efforts have resulted in
8 substantial benefits to the State of California and the Aggrieved Employees, in the form of a
9 significant, non-reversionary settlement fund established to compensate the State of California and
10 the Aggrieved Employees and to punish Defendant for the alleged PAGA violations. Without the
11 efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without
12 remedy.

13 30. In litigation costs, WLF has incurred \$14,289.45 in expenses on items such as filing
14 fees, service fees, mediation fees, and expert fees. All the costs incurred were reasonable and
15 necessary for the prosecution of this case. The Settlement provides for reimbursement of costs not
16 to exceed \$30,000.00. Settlement Agreement § 3.2.2. The remaining \$15,710.55 will therefore
17 revert to the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees.
18 A true and correct copy of WLF's cost reports in this matter is attached hereto as **Exhibit 2**.

19 31. PAGA Counsel has negotiated a settlement here that they believe is fair, reasonable,
20 and adequate based on their prior experience litigating these types of cases.

21 32. Pursuant to California Labor Code Section 2699(s)(1), Plaintiff submitted a copy of
22 the PAGA Complaint to the LWDA on November 15, 2025. Attached hereto as **Exhibit 3** is a true
23 and correct copy of the submission confirmation for the PAGA Complaint. Pursuant to California
24 Labor Code Section 2699(s)(2), Plaintiff submitted the proposed Settlement Agreement to the
25 LWDA on February 9, 2026. Attached hereto as **Exhibit 4** is a true and correct copy of the
26 submission confirmation for the proposed Settlement Agreement. To date, the LWDA has not
27 responded to or objected to the Settlement in this matter. Plaintiff will submit a copy of the Court's
28 judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after

1 entry of judgment or order.

2 33. WLF has no actual or potential conflict of interest with the Aggrieved Employees
3 in this PAGA Action or with the Settlement Administrator that the Parties agreed to appoint, Apex
4 Class Action Administration.

5 I declare under penalty of perjury under the laws of the State of California and the United
6 States that the foregoing is true and correct.

7 Executed on February 9, 2026, at Los Angeles, California.

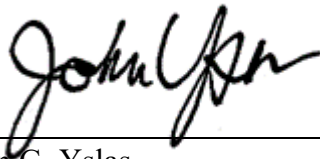
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10 _____
John G. Yslas

EXHIBIT 1

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john.yslas@wilshirelawfirm.com
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WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

Brandon D. Saxon (SBN 252712)
bsaxon@grsm.com
Laura A. Walker (SBN 223448)
lawalker@grsm.com
GORDON REES SCULLYMANSUKHANI, LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 544-7229
Facsimile: (619) 696-7124

Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

FRANCISCO AMADOR-MENDEZ, an
individually, and on behalf of the State of
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HIDEAWAY GOLF CLUB STAFFING,
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and DOES 1 through 10, inclusive,

Defendants.

Case No. CVRI2500527

*[Assigned for All Purposes to: Judge Harold
W. Hopp, Dept. 1]*

PAGA SETTLEMENT AGREEMENT

1 This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff
2 Francisco Amador-Mendez (“Plaintiff”) and Defendant Hideaway Golf Club Staffing, LLC
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Administrator” means, the neutral entity the Parties have agreed to appoint to
7 administer the Settlement.

8 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid
9 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
10 with the Administrator’s “not to exceed” bid submitted to the Court in connection with the
11 approval of the Settlement.

12 1.3. “Aggrieved Employee” means all persons currently or formerly employed by Defendant,
13 either directly or through any subsidiary, staffing agency, joint venture or professional employer
14 organization, as non-exempt, hourly-paid employees from November 15, 2023, through August
15 28, 2025.

16 1.4. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
17 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
18 Social Security number, and number of PAGA Pay Periods.

19 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and
20 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
21 methods and means including, but not limited to, the National Change of Address database, skip
22 traces, and direct contact by the Administrator with Aggrieved Employees.

23 1.6. “Court” means the Superior Court of the State of California, County of Riverside.

24 1.7. “Defendant” means named Defendant means Defendant Hideaway Golf Club Staffing,
25 LLC.

26 1.8. “Defense Counsel” means Brandon D. Saxon, and Laura A. Walker of GORDON REES
27 SCULLYMANSUKHANI, LLP.

1.9. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.10. "Final Judgment" means the Judgment entered by the Court upon granting approval of the Settlement.

1.11. "Gross Settlement Amount" means (\$330,000.00), which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, the PAGA Representative Service Payment and the Administrator's Expenses.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the PAGA Approval.

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 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.17. "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.).

1.18. "PAGA Approval" means the Court's order granting approval of the Settlement.

1.19. "PAGA Counsel" means John G. Yslas, Eugene Zinovyev, John Brown, Lisa B. Iturriaga, Emily Borman, and Gabriella Solé of Wilshire Law Firm, PLC.

1.20. "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 PAGA Action.

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

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.23. "PAGA Period" means the period from November 15, 2023, through August 28, 2025.

1.24. "PAGA Representatives" or "Plaintiff" means plaintiff Francisco Amador-Mendez.

1.25. "PAGA Representative Service Payment" means the payment to the PAGA Representative for initiating the PAGA Action and providing services in support of the PAGA Action.

1.26. "PAGA Settlement Notice" means the COURT APPROVED NOTICE OF PAGA SETTLEMENT, to be mailed to Aggrieved Employees in English without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.27. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.28. "Released Parties" means Defendant, Hideaway Golf Club, LLC, and its officers, directors, employees and agents.

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

2. RECITALS.

2.1. On January 29, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for civil penalties under PAGA. The Complaint is the operative complaint in this Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code §2699.3(a), Plaintiff gave timely written notice to Defendant the

1 LWDA by sending the PAGA Notice on November 15, 2024.

2 2.3. Defendant denies the allegations in the Actions, deny any failure to comply with the laws
3 identified in the complaints and deny any liability for the causes of action alleged.

4 2.3. On August 21, 2025, the Parties participated in an all-day mediation presided over by
5 Steve Mehta. With the help of Mr. Mehta, the Parties were able to reach an agreement on general
6 settlement terms at mediation.

7 2.4. In advance of mediation, PAGA Counsel conducted a thorough investigation into the
8 facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiff obtained through
9 informal discovery a representative sampling of time and payroll data for Aggrieved Employees
10 and the necessary policy documents to properly evaluate the strengths and weakness of the claims
11 and engage in meaningful settlement discussions.

12 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
13 any other pending matter or action asserting claims that will be extinguished or affected by the
14 Settlement.

15 **3. MONETARY TERMS.**

16 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
17 Defendant promises to pay \$330,000.00 and no more as the Gross Settlement Amount. Defendant
18 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
19 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
20 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
21 None of the Gross Settlement Amount will revert to Defendant. Because the payments made
22 under this Agreement will be made with respect to only the PAGA claims for all Aggrieved
23 Employees, this Agreement is not subject to the rules governing the settlement of class or
24 collective actions. Accordingly, the settlement payments shall be distributed without a claims
25 process or an opportunity to object or opt out.

26 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
27 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
28 in the PAGA Approval:

1 3.2.1 To Plaintiff: A payment for the Incentive Award to Plaintiff of not more than
2 \$7,500.00 in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an
3 Aggrieved Employee. Defendant will not oppose Plaintiff's request for an Incentive Award that
4 does not exceed this amount. As part of the motion for the PAGA Counsel Fees and Litigation
5 Expenses Payments, Plaintiff will seek Court approval for any Incentive Award no later than
6 sixteen (16) court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the
7 Court approves an Incentive Award less than the amount requested, the Administrator will retain
8 the remainder in the Net Settlement Amount to be distributed to the Aggrieved Employees. The
9 Administrator will pay the Incentive Award using IRS Form 1099. Plaintiff assumes full
10 responsibility and liability for employee taxes owed on the Incentive Award.

11 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the
12 Gross Settlement Amount, which is currently estimated to be \$115,500 and a PAGA Counsel
13 Litigation Expenses Payment for actual costs, not to exceed \$30,000.00 (thirty thousand dollars
14 with zero cents). Defendant will not oppose requests for these payments. Plaintiff and/or PAGA
15 Counsel will file a motion for PAGA Counsel Fees Payment no later than sixteen (16) court days
16 prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves a
17 PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than
18 the amounts requested, the Administrator will allocate the remainder to the Net Settlement
19 Amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to any
20 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment.
21 The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses
22 Payment using one or more IRS 1099 Forms.

23 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$5,250.00
24 except for a showing of good cause and as approved by the Court. If the Court approves
25 Administrator Expenses Payment of less than the amount requested, the Administrator will
26 allocate the remainder to the Net Settlement Amount.

27 3.2.4 Payments from the Net Settlement Amount ("NSA"). The NSA will be distributed
28 as PAGA Penalties with 65% of the NSA allocated to the LWDA PAGA Payment and 35% of

the NSA allocated to the Individual PAGA Payments.

Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 425 Aggrieved Employees who worked a total of 9,217 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Not later than ten (10) calendar days after the Court grants PAGA Approval, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator the latter of June 31, 2026, or within 60 days of entry of an order granting approval.

1 4.4. Payments from the Gross Settlement Amount. Within ten (10) calendar days after
2 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
3 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
4 the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the
5 PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the
6 PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment
7 shall not precede disbursement of Individual PAGA Payments.

8 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
9 them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check
10 shall prominently state the date (not less than 180 days after the date of mailing) when the check
11 will be voided. The Individual PAGA payments will expire one hundred eighty (180) calendar
12 days from the date they are issued by the Administrator. The Administrator will cancel all checks
13 not cashed by the void date. The Administrator will send checks for Individual PAGA Payments
14 to all Aggrieved Employees along with the PAGA Settlement Notice. Before mailing any checks,
15 the Settlement Administrator must update the recipients' mailing addresses using the National
16 Change of Address Database.

17 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
18 other Aggrieved Employees whose checks are returned undelivered without United States Postal
19 Service ("USPS") forwarding address. Within seven (7) calendar days of receiving a returned
20 check the Administrator must re-mail checks to the USPS forwarding address provided or to an
21 address ascertained through the Aggrieved Employee Address Search. The Administrator need
22 not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are
23 returned as undelivered. The Administrator shall promptly send a replacement check to any
24 Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved
25 Employee prior to the void date.

26 4.4.3 For any Aggrieved Employee who's Individual PAGA Payment check is uncashed
27 and cancelled after the void date, the Administrator shall transmit the funds represented by such
28 checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved

Employee.

4.4.4 Payments to Aggrieved Employees, including Plaintiff, as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401 (k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

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

5.1. Release by Plaintiff: Plaintiff releases his PAGA claims along with the release of all PAGA claims made on behalf of aggrieved employees which shall not become effective until final approval by the Court and full payment of the gross settlement amount to the Settlement Administrator by Defendant. This settlement does not release the class claims and does not release Plaintiff's individual claims.

5.2. Release by Aggrieved Employees: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff's November 15, 2024, PAGA Notice. The Released PAGA Claims are those that accrued during the PAGA Period. Plaintiff and the Aggrieved Employees' individual and representative class claims are not affected by this release.

6. MOTION FOR PAGA APPROVAL. The Parties agree to jointly prepare and file a motion for PAGA approval ("Motion for PAGA Approval") that complies with the Court's current rules.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel within a reasonable time prior to filing all documents necessary for obtaining approval of the Settlement, including: (i) a draft of the notice, and memorandum in support, of the Motion for PAGA Approval that includes an analysis of the underlying Labor Code violations giving rise to PAGA civil penalties that is the subject of this Settlement including request for approval of the PAGA

1 Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order
2 Granting Approval of PAGA Settlement; (iii) a draft proposed PAGA Settlement Notice; (iv) a
3 signed declaration from Plaintiff confirming willingness and competency to serve and disclosing
4 all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees,
5 [and/or] the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its
6 competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all
7 necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))),
8 complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2));
9 (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees,
10 and/or the Administrator, if any.

11 6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible
12 for expeditiously finalizing and filing the Motion for PAGA Approval in a timely fashion;
13 obtaining a prompt hearing date for the Motion for PAGA Approval; and for appearing in Court
14 to advocate in favor of the Motion for PAGA Approval. PAGA Counsel is responsible for
15 delivering the Court's PAGA Approval to the Administrator.

16 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 PAGA Approval and/or the supporting declarations and documents, PAGA Counsel and Defense
18 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
19 telephone, and in good faith, to resolve the disagreement. If the Court does not grant PAGA
20 Approval or conditions PAGA Approval on any material change to this Agreement, PAGA
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
22 meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise
23 satisfy the Court's concerns. The Court's decision to award less than the amounts requested for
24 the PAGA Representative Service Payment, PAGA Counsel Fees payment, PAGA Counsel
25 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a
26 material modification to the Agreement within the meaning of this paragraph.

27 6.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
28 Court will retain jurisdiction over the Parties, PAGA Action, and the Settlement solely for

1 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
2 administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

3 6.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, specifically excluding the PAGA Representative Service Payment,
5 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and/or
6 Administrator Expenses Payment set forth in this Settlement, the Parties, their respective counsel,
7 waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate
8 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
9 writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such
10 motions, writs or appeals. In the event of a timely appeal of the Judgment, the Parties' obligations
11 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
12 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
Settlement Amount.

13 6.6. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
14 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material
15 modification of this Agreement (including, but not limited to, the scope of release to be granted
16 by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless
17 expeditiously work together in good faith to address the appellate court's concerns and to obtain
18 PAGA Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
19 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify
20 the Court's award of the PAGA Representative Service Payment or any payments to PAGA
21 Counsel shall not constitute a material modification of the Judgment within the meaning of this
22 paragraph, as long as the Gross Settlement Amount remains unchanged.

23 7. **AMENDED JUDGMENT**. If any amended judgment is required by the Court, the Parties
24 will work together in good faith to jointly submit and a proposed amended judgement.

25 **8. SETTLEMENT ADMINISTRATION.**

26 8.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
27 Administration Solutions to serve as the Administrator and verified that, as a condition of

appointment, Phoenix 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.

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

8.3. 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.

8.4. 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.

8.4.1 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement, the number of checks and total amount that remains uncashed, and the date (or expected date) when the total amount that remains uncashed is remitted to the California State Controller’s Office in the name of the Aggrieved Employee. PAGA Counsel is responsible for filing the Administrator’s declaration in Court.

9. AGGRIEVED EMPLOYEES SIZE ESTIMATE and ESCALATOR CLAUSE.

9.1. Based on its records, Defendant represents there are 425 Aggrieved Employees who worked a total of 9,217 PAGA Pay Periods during the PAGA Period. If the number of pay periods is ten percent (10%) higher (greater than 922) during the PAGA Period, there shall be a pro-rata increase in the Gross Settlement Amount equal to the percentage increase in workweeks above

10,193. There is a clawback provision in the event the escalator clause is triggered, and Defendant wants to limit the release to the 9,217 pay periods plus 10%.

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 Defendant that any of the allegations in the complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the PAGA Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant approval of the Settlement, or enter Judgment, Defendant reserves all available defenses to the claims in the PAGA Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the PAGA 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. Confidentiality Prior to PAGA Approval. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for PAGA Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for PAGA Approval, with any third party

1 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
2 “the matter was resolved,” or words to that effect. This paragraph does not restrict PAGA
3 Counsel’s communications with Aggrieved Employees in accordance with PAGA Counsel’s
4 ethical obligations owed to Aggrieved Employees.

5 10.3. No Solicitation. The Parties separately agree that they and their respective counsel
6 and employees will not solicit any Aggrieved Employee to appeal from the Judgment. Nothing in
7 this paragraph shall be construed to restrict PAGA Counsel’s ability to communicate with
8 Aggrieved Employees in accordance with PAGA Counsel’s ethical obligations owed to
9 Aggrieved Employees.

10 10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
11 Agreement together with its attached exhibits shall constitute the entire agreement between the
12 Parties relating to the Settlement, superseding any and all oral representations, warranties,
13 covenants or inducements made to or by any Party.

14 10.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
15 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
16 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
17 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
18 terms of this Agreement including any amendments to this Agreement.

19 10.6. Cooperation. The Parties and their counsel will cooperate with each other and use
20 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
21 the Settlement Agreement, submitting supplemental evidence and supplementing points and
22 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
23 or content of any document necessary to implement the Settlement, or on any modification of the
24 Agreement that may become necessary to implement the Settlement, the Parties will seek the
25 assistance of a mediator and/or the Court for resolution.

26 10.7. No Prior Assignments. The Parties separately represent and warrant that they have
27 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
28 encumber to any person or entity and portion of any liability, claim, demand, action, cause of

1 action or right released and discharged by the Party in this Settlement.

2 10.8. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
3 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
4 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
5 CFR Part 10, as amended) or otherwise.

6 10.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
7 modified, changed or waived only by an express written instrument signed by all Parties or their
8 representatives and approved by the Court.

9 10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
10 to the benefit of, the successors of each of the Parties.

11 10.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
12 governed by and interpreted according to the internal laws of the State of California, without
13 regard to conflict of law principles.

14 10.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
15 of this Agreement. This Agreement will not be construed against any Party on the basis that the
16 Party was the drafter or participated in the drafting.

17 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
18 inserted for convenience of reference only and does not constitute a part of this Agreement.

19 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
20 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
21 weekend or federal legal holiday, such date or deadline shall be on the first business day
22 thereafter.

23 10.15. Invalidity of any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
25 extent possible consistent with applicable precedents so as to define all provisions of this
26 Settlement Agreement valid and enforceable.

27 10.16. Waiver. No waiver of any condition or covenant contained in this Agreement or
28 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

10.17. 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:

To Plaintiff:

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
 Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
 John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
 Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
 Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
 Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendant:

Brandon D. Saxon (SBN 252712)
 Laura A. Walker (SBN 223448)
GORDON REES SCULLYMANSUKHANI, LLP
 101 W. Broadway, Suite 2000
 San Diego, CA 92101
 Telephone: (619) 544-7229
 Facsimile: (619) 696-7124

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

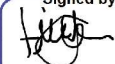
the existence and contents of this Agreement.

10.19. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intended that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

10.20. 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.

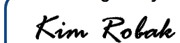
By the Parties:

DATED: 1/23/2026

Signed by:

C96B94BBCBBD4F3...

Plaintiff Francisco Amador-Mendez

DATED: January 31, 2026

DocuSigned by:

46E896B0261645F...

Hideaway Golf Club Staffing, LLC

By: Kim Robak

Position: President

Approved as to form by counsel:

DATED: January 23, 2026

WILSHIRE LAW FIRM

BY: 

John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé

Counsel for Plaintiff

1 DATED:

GORDON REES SCULLYMANSUKHANI, LLP

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3 BY: 

4 Brandon D. Saxon

5 Laura A. Walker

6 Counsel for Defendant
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Exhibit A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Amador-Mendez v. Hideaway Golf Club Staffing, LLC

Superior Court of the State of California, County of Riverside

Case No. CVRI2500527

<<EmployeeName>>

<<Address1>>

<<Address2>>

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

XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California, County of Riverside (the “Court”) has approved a settlement in the above-captioned action filed by Francisco Amador-Mendez (“Plaintiff”) on behalf of themselves and all other aggrieved employees.

In this lawsuit, Plaintiff claims Defendant Hideaway Golf Club Staffing, LLC, (“Defendant”) violated California’s wage and hour laws and is therefore liable for penalties under the Private Attorneys General Act (“PAGA”). Specifically, Plaintiff alleges that Defendant: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records and therefore was liable for waiting time penalties pursuant to Labor Code section 203. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under PAGA.

The Court has not made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendant maintains 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.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as:

“All persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, joint venture or professional employer organization, as non-exempt, hourly-paid employees from November 15, 2023, through August 28, 2025”

The "PAGA Period" is defined as November 15, 2023, through August 28, 2025.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is _____.

Your individual PAGA payment is estimated to be <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

"Released Parties" means Defendant, Hideaway Golf Club, LLC, and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

The Court has approved the parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees will release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the PAGA Action and the PAGA Notices, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failure to produce requested employment records. Aggrieved Employees, will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement ("PAGA Released Claims"). This release applies only to PAGA penalty claims that accrued during the PAGA Period.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Class Action Administration Solutions, toll free at 1(____) _____ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and 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 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.

EXHIBIT 2

EXHIBIT 2



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/5/2025	CC083125TA-1086	One Legal LLC	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	25864878-257377-Atty Svc for Court Filing-Change of Address-Francisco Amador-Mendez	\$30.25
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	10/2/2025	CC103125TA-0470	One Legal LLC	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	26437263-257377-Atty Svc for Court Filing-Stip & Order-Francisco Amador-Mendez	\$61.95
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	10/7/2025	CC103125TA-0640	One Legal LLC	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	26437262-257377-Atty Svc for Court Filing-Stip & Ord-Francisco Amador-Mendez	\$51.93
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	11/14/2025	CC113025TA-1309	One Legal LLC	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	26781299-257377-Atty Svc for Court Filing-Stip & Ord-Francisco Amador-Mendez	\$61.95
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	11/17/2025	CC113025TA-1736	One Legal LLC	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	26781298-257377-Atty Svc for Court Filing-Stip & Ord-Francisco Amador-Mendez	\$20.60
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	11/17/2025	CC113025TA-1741	One Legal LLC	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	26798427-257377-Atty Svc for Court Filing-Stip & Ord,POS-Francisco Amador-Mendez	\$44.71
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	11/18/2025	CC113025TA-1771	One Legal LLC	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	26798428-257377-Atty Svc for Court Filing-Stip & Ord,POS-Francisco Amador-Mendez	\$61.95
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	12/9/2025	CC123125TA-1506	One Legal LLC	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	26945572-257377-Atty Svc for Court Filing-CMS-Francisco Amador-Mendez	\$29.22
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	12/30/2025	CC123125TA-2639	Riverside Court EPay	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	RM 61929Q Document Retrieval-257377-Francisco Amador-Mendez	\$6.00
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	12/30/2025	CC123125TA-2640	Riverside Court EPay	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	RM 71928Q Document Retrieval-257377-Francisco Amador-Mendez	\$3.00
503300 Cost of Sale : Professional Fees	Bill	9/4/2025	15991	Berger Consulting Group LLC	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (Class Action)	15991-Hideaway Golf Club Staffing LLC (Amador-Mendez)-24.20 hours of work	\$13,915.00
Total							\$14,286.56



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	1/22/2026	CC013126TA-2611	Riverside Court EPay	Hideaway Golf Club Staffing LLC (Amador-Mendez) - Wage & Hour (PAGA ONLY)	R M 9 1 1 2 7 Q Document Retrieval-262041-Francisco Amador-Mendez	\$1.00
Total							\$1.00

Expenses Subtotals - Filtered Exp. Type

As of 2026-02-09 11:49:36 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By
Show: All matters
Matter: ID equals a0LPc00000FJTKQ
Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Francisco Amador-Mendez - Wage & Hour: //	DTF	9/3/2024	E-3237313		Docusign envelope	\$1.89			\$1.89
	Subtotal	Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						
	E108 — Postage	~~10/9/2024~~	~~E-3232686~~			~~\$8.16~~			~~\$8.16~~
		~~10/9/2024~~	~~E-3232685~~			~~\$8.16~~			~~\$8.16~~
	Subtotal	Sum				~~\$16.32~~	~~\$0.00~~	~~\$0.00~~	~~\$16.32~~
		Count	2						
	Subtotal	Sum				\$18.21	\$0.00	\$0.00	\$18.21
		Count	3						
Total		Sum				\$18.21	\$0.00	\$0.00	\$18.21
		Count	3						

EXHIBIT 3

EXHIBIT 3



Outlook

Thank you for your Court Complaint Submission.

From DIR PAGA Unit <no-reply@formassembly.com>

Date Sat 11/15/2025 2:59 PM

To Alondra Sanchez <alondra.sanchez@wilshirelawfirm.com>

11/15/2025 02:59:29 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate+Attorneys+General+Act.htm&data=05%7C02%7Calondra.sanchez%40wilshirelawfirm.com%7Cb8c88f7ab2f34caf764408de249aa91f%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638988443850736905%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIkskFOljoitWFBpbCIsIlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=lezMiK%2B%2Fc95Mgv5okDm5kjffsEJ8d%2FjHn0nTvMvCvXE%3D&reserved=0)

[url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Calondra.sanchez%40wilshirelawfirm.com%7Cb8c88f7ab2f34caf764408de249aa91f%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638988443850736905%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIkskFOljoitWFBpbCIsIlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=lezMiK%2B%2Fc95Mgv5okDm5kjffsEJ8d%2FjHn0nTvMvCvXE%3D&reserved=0](http%3A%2F%2Flabor.ca.gov%2FPrivate+Attorneys+General+Act.htm&data=05%7C02%7Calondra.sanchez%40wilshirelawfirm.com%7Cb8c88f7ab2f34caf764408de249aa91f%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638988443850736905%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIkskFOljoitWFBpbCIsIlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=lezMiK%2B%2Fc95Mgv5okDm5kjffsEJ8d%2FjHn0nTvMvCvXE%3D&reserved=0)

EXHIBIT 4

EXHIBIT 4



Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Mon 2/9/2026 3:30 PM

To Theresa Chan <theresa.chan@wilshirelawfirm.com>

02/09/2026 03:30:03 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 02/09/2026 03:30:03 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1061893-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7C536f01fcd9d2438fc15008de68332e0a%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639062766217358874%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRy.dWUsIiYiOilwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoitWFpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=4b3USU32oWKDTNajg%2FvOzSf8sMRZ7BgsJbMEMcEI4sc%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7C536f01fcd9d2438fc15008de68332e0a%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639062766217358874%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRy.dWUsIiYiOilwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoitWFpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=4b3USU32oWKDTNajg%2FvOzSf8sMRZ7BgsJbMEMcEI4sc%3D&reserved=0)