

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DEMARIS MASADAS KOA GARCES
and JACOB PARCELL, individually, and
on behalf of Aggrieved Employees pursuant
to the California Private Attorneys General
Act,

Plaintiffs,

vs.

CALIFORNIA DINNER
ENTERTAINMENT, LLC dba PIRATE'S
DINNER ADVENTURE, a Florida limited
liability company; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 30-2023-01354556-CU-OE-CXC

[Assigned to Hon. Melissa R. McCormick,
Dept. CX105]

**ORDER GRANTING PLAINTIFFS'
MOTION FOR APPROVAL OF
SETTLEMENT OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT; AND ENTERING
JUDGMENT**

Complaint filed: October 3, 2023

1 This matter came on regularly for hearing before this Court on July 16, 2026 at 2:00
2 p.m. Having considered Plaintiffs Demaris Masadas, Koa Garces, and Jacob Parcell's
3 ("Plaintiffs") and Defendant California Dinner Entertainment, LLC dba Pirate's Dinner
4 Adventure's ("Defendant") (collectively, the "Parties") Stipulation of Settlement of PAGA
5 Action Claims, Amendment No. 1 to the Stipulation of Settlement of PAGA Action Claims,
6 Amendment No. 2 to the Stipulation of Settlement of PAGA Action Claims; Plaintiffs' Motion
7 for Approval of the settlement, and all declarations, documents and evidence presented in
8 support of Plaintiffs' Motion for Approval of the settlement, the court grants the motion as
9 follows:

10 1. The Stipulation of Settlement of PAGA Action Claims and Amendment Nos. 1
11 and 2 thereto are collectively referred to hereinafter as the "Settlement" or the "Settlement
12 Agreement." All terms used in this order shall have the meanings as ascribed to them in the
13 Settlement Agreement. The Settlement Agreement is attached hereto as Exhibit 1.

14 2. The "Aggrieved Employees" are all non-exempt employees who are or
15 previously were employed by Defendant in California from July 28, 2022 to February 7, 2025
16 (the "PAGA Period").

17 3. The Court hereby approves the Settlement as fair, reasonable, and adequate, and
18 orders the Parties, their counsel and the settlement administrator to effectuate the Settlement
19 according to its terms.

20 4. The Gross Settlement Amount is \$620,000.00.

21 5. The Court hereby approves, as to form and content, the notice letter attached
22 hereto as Exhibit 2.

23 6. The Court approves ILYM Group, Inc. as the Settlement Administrator.

24 7. The Court approves the following deductions from the Gross Settlement
25 Amount: (i) attorneys' fees in the amount of \$186,000.00 for PAGA Counsel, and
26 reimbursement of litigation costs of \$26,933.70 to PAGA Counsel; (ii) \$4,250.00 in settlement
27 administration fees to the Settlement Administrator; and (iii) a \$1,000.00 enhancement payment
28 to each Plaintiff (\$3,000.00 total).

1 8. The Net Settlement Amount is \$399,816.30. The amount of \$299,862.22,
2 representing 75% of the Net Settlement Amount, shall be paid to the California LWDA as stated
3 in the Settlement. The amount of \$99,954.08, representing 25% of the Net Settlement Amount,
4 shall be paid to the Aggrieved Employees (i.e., Individual PAGA Payments) as stated in the
5 Settlement.

6 9. Plaintiffs are ordered to submit a copy of this Order and Judgment to the LWDA
7 within ten (10) calendar days of the date of entry of this Order and Judgment. Notice of this
8 Order and Judgment shall be given to the Aggrieved Employees by posting a copy of this Order
9 and Judgment on the Administrator's website for a period of at least 180 calendar days.

10 10. Pursuant to California Code of Civil Procedure § 664.6, the Court retains
11 jurisdiction to enforce the Settlement and this Order and Judgment.

12 11. The Final Accounting Hearing is scheduled for October 29, 2026 at 9:00 a.m. in
13 Department CX-105. Plaintiffs shall submit a final accounting report at least nine (9) court days
14 before the final accounting hearing regarding the status of settlement administration. The final
15 report must address the status of the settlement administration, including the actual amounts
16 paid to the Aggrieved Employees and the other amounts distributed under the settlement,
17 including any uncashed checks.

18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

19
20
21 Dated: August 5, 2026

By: 

Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 1

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9 and Plaintiff Koa Garces

10 ADDITIONAL COUNSEL ON FOLLOWING PAGE

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF ORANGE**

13 DEMARIS MASADAS KOA GARCES, and
14 JACOB PARCELL individually, and on behalf
of Aggrieved Employees pursuant to the
15 California Private Attorneys General Act,

16 Plaintiffs,

17 vs.

18 CALIFORNIA DINNER ENTERTAINMENT,
19 LLC dba PIRATE'S DINNER ADVENTURE,
a Florida limited liability company; and DOES
20 1 through 25, inclusive,

21 Defendants.

[Case No. 30-2023-01354556-CU-OE-CXC]

**STIPULATION OF SETTLEMENT OF
PAGA ACTION CLAIMS AND
RELEASE OF CLAIMS**

Judge: Honorable Hon. Melissa R.
McCormick, Dept. CX104

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27 Attorneys for Defendant,
28 CALIFORNIA ENTERTAINMENT, LLC,
d/b/a PIRATES DINNER ADEVENTURE

1 This Stipulation of Settlement of PAGA Action Claims and Release of Claims is entered into
2 by and between Plaintiffs DEMARIS MASADAS, KOA GARCES, AND JACOB PARCELL
3 (collectively, "Plaintiffs"), individually and on behalf of the State of California as private attorney
4 generals, and Defendant CALIFORNIA DINNER ENTERTAINMENT, LLC DBA PIRATES
5 DINNER ADVENTURE (hereinafter, "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Actions" mean Plaintiffs' PAGA lawsuits alleging wage and hour violations against
8 Defendant captioned *Masadas and Garces v. California Dinner Entertainment, LLC*
9 *dba Pirate's Dinner Adventure*, Superior Court of Orange, Case No. 30-2023-
10 01354556-CU-OE-CXC, filed October 3, 2023 and *Parcell v. California Dinner*
11 *Entertainment, LLC*, Superior Court of Orange, Case No. 30-2023-01350262-CU-
12 OE-CXC, filed on September 20, 2023.
- 13 B. "Administration Expenses Payment" means the amount the Administrator will be
14 paid from the Gross Settlement Amount to reimburse its reasonable fees and
15 expenses.
- 16 C. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed
17 to appoint to administer the Settlement.
- 18 D. "Aggrieved Employees" shall mean all non-exempt employees who are or previously
19 were employed by Defendant in California during the PAGA Period.
- 20 E. "Aggrieved Employee Data" means the Aggrieved Employee identifying information
21 in Defendant's possession including the Aggrieved Employee's full name, last-known
22 mailing address, Social Security number, and dates of employment during the PAGA
23 Period.
- 24 F. "Aggrieved Employee Address Search" means the Administrator's investigation and
25 search for current Aggrieved Employee mailing addresses using all reasonably
26 available sources, methods, and means, including, but not limited to, the National
27 Change of Address database, skip traces, and direct contact by the Administrator with
28 Aggrieved Employees.

- 1 G. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
2 PAGA Action Claims and Release of Claims.
- 3 H. "Approval Order" means the proposed Court order granting approval of the
4 Settlement.
- 5 I. "Court" means the Superior Court for the State of California, County of Orange.
- 6 J. "Defendant" shall mean California Dinner Entertainment, LLC dba Pirates Dinner
7 Adventure.
- 8 K. "Defendant's Counsel" shall mean Efthalia S. Rofos, Esq. and Tiffany H. Rouhi, Esq.
9 of O'Hagan Meyer LLP.
- 10 L. "Effective Date" means the date by which both of the following have occurred: (a)
11 the Court enters a Judgment on its Approval Order approving this Settlement
12 Agreement and (b) the Judgment is final. The Judgment is final as of the day the
13 Court enters the Judgment.
- 14 M. "Gross Settlement Amount" means the non-reversionary sum of Six Hundred and
15 Twenty Thousand Dollars (\$620,000.00) which is the total amount Defendant agrees
16 to pay under the Settlement. The Gross Settlement Amount will be used to pay
17 Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees
18 Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Enhancement
19 Payments, and the Administration Expenses Payment.
- 20 N. "Individual Settlement Payment" means each Aggrieved Employee's pro rata share
21 of 25% of the Net Settlement Amount calculated according to the number of Pay
22 Periods the Aggrieved Employee worked during the PAGA Period.
- 23 O. "Judgment" means the judgment entered by the Court based upon the order granting
24 approval.
- 25 P. "LWDA" means the California Labor and Workforce Development Agency, the
26 agency entitled, under Labor Code section 2699, subd. (i).
- 27 Q. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the
28 LWDA under Labor Code section 2699, subd. (i).

- 1 R. "Net Settlement Amount" means the Gross Settlement Amount, less the following
2 payments in the amount approved by the Court: PAGA Counsel Fees Payment, PAGA
3 Counsel Litigation Expenses Payment, Plaintiffs' Enhancement Payments, and the
4 Administration Expenses Payment.
- 5 S. "PAGA Counsel" means Jonathan Genish, Miriam L. Schimmel, Joana Fang,
6 Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC; and Paul Haines,
7 Sean Blakely, and Joel Gordon of Haines Law Group, APC.
- 8 T. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
9 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
10 attorneys' fees and expenses, respectively, incurred to prosecute the Actions.
- 11 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
12 Labor Code § 2698 *et seq.*
- 13 V. "Pay Periods," means the number of pay periods of employment during the PAGA
14 Period that each Aggrieved Employee worked in California.
- 15 W. "PAGA Notices" means Plaintiffs' letters to Defendant and the LWDA providing
16 notice pursuant to Labor Code section 2699.3, subd.(a).
- 17 X. "PAGA Period" means the period between July 28, 2022 to February 7, 2025.
- 18 Y. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either
19 Plaintiffs or Defendant, individually.
- 20 Z. "Plaintiffs" shall mean Demaris Masadas, Koa Garces, and Jacob Parcell.
- 21 AA. "Plaintiffs' Enhancement Payment(s)" means the payments to the named Plaintiffs
22 for initiating the Actions and providing services in support of the Actions.
- 23 BB. "Released PAGA Claims" means all PAGA claims for civil penalties alleged in the
24 Operative Complaint and PAGA Notices, which occurred during the PAGA Period.
25 The Released PAGA Claims expressly exclude all other claims, including claims for
26 vested benefits, wrongful termination, unemployment insurance, disability, social
27 security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 28 CC. "Released Parties" shall mean Defendant and its former and current respective

owners, officers, directors, partners, agents, subsidiaries, successors, assigns, executors, trustees, fiduciaries, administrators, business managers, and attorneys.

DD. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

II. RECITALS

A. Plaintiff Jacob Parcell's Action (Case No. 30-2023-01350262-CU-OE-CXC):

1. On September 20, 2023, Plaintiff Jacob Parcell filed a Class Action Complaint in Case No. 30-2023-01350262-CU-OE-CXC) ("Parcell Action") for:

- a) Failure to pay minimum wage in violation of Cal. Lab. Code §§ 226.2, 1182.12, 1194, 1194.2, and 1197;
- b) Failure to pay overtime compensation in violation of Cal. Lab. Code §§ 204, 510, 1194, and 1198;
- c) Failure to provide meal periods in violation of Cal. Lab. Code §§ 226.2, 226.7, 516, and 558;
- d) Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.2, 226.7, and 516;
- e) Failure to furnish accurate wage and hour statements in violation of Cal. Lab. Code §226, *et seq.*; and
- f) Unfair competition in Violation of Bus. and Prof. Code §§ 17200, *et seq.*

2. On September 21, 2023, Plaintiff Jacob Parcell submitted a notice with the Labor and Workforce Development Agency (LWDA).

3. On November 27, 2023, Plaintiff Jacob Parcell filed a First Amended Class and Representative Action Complaint ("Parcell Operative Complaint") to include an additional cause of action for civil penalties under the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

B. Plaintiff Demaris Masadas and Plaintiff Koa Garces Actions (Case Nos. 30-2023-01354556-CU-OE-CJC and 30-2023-01349443-CU-OE-CXC):

1 1. On July 28, 2023, Plaintiff Demaris Masadas submitted a notice with the
2 LWDA. On August 9, 2023, Plaintiff Koa Garces submitted a notice with the LWDA.

3 2. On September 13, 2023, Plaintiff Demaris Masadas and Plaintiff Koa Garces
4 filed a Class Action Complaint for Damages in case No. 30-2023-01349443-CU-OE-
5 CXC (“Masadas/Garces Class Action”) for:

- 6 a) Failure to pay minimum wage in violation of Cal. Lab. Code §§ 1194,
7 1197, and 1197.1;
- 8 b) Failure to pay overtime compensation in violation of Cal. Lab. Code
9 §§ 510 and 1198;
- 10 c) Failure to provide meal periods in violation of Cal. Lab. Code §§
11 226.7 and 512(a);
- 12 d) Failure to provide required rest periods in violation of Cal. Lab. Code
13 §226.7;
- 14 e) Failure to timely pay wages during employment in violation of Cal.
15 Lab. Code §§ 204 and 210;
- 16 f) Failure to furnish accurate wage statements in violation of Cal. Lab.
17 Code § 226(a);
- 18 g) Failure to pay timely wages in violation of Cal. Lab. Code §§ 201, 202,
19 and 203;
- 20 h) Failure to reimburse necessary business expenses in violation of Cal.
21 Labor Code §§ 2800 and 2802; and
- 22 i) Unfair competition in violation of Bus. and Prof. Code §§ 17200, *et*
23 *seq*;

24 3. On October 3, 2023, Plaintiff Demaris Masadas and Plaintiff Koa Garces filed
25 a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal.
26 Labor Code §§ 2698 *Et Seq.* (“Masadas/Garces Operative Complaint”) in Case No.
27 30-2023-01354556-CU-OE-CJC (“Masadas/Garces PAGA Action”) alleging one
28 cause of action for civil penalties under PAGA.

1 C. Following execution of this Agreement, the Parties will stipulate to the filing of an
2 amended complaint in the Masadas/Garces PAGA Action, Case No. 30-2023-01354556-CU-
3 OE-CJC, adding Plaintiff Parcell as a named plaintiff along with factual allegations related
4 to Plaintiff Parcell's claims. After the amended Masadas/Garces PAGA Action is filed,
5 Plaintiff Parcell will dismiss the entire Parcell Action without prejudice, and Plaintiffs
6 Masadas and Garces will dismiss the Masadas/Garces Class Action without prejudice. The
7 amended Masadas/Garces PAGA Action will be referred to as the "Operative Complaint".

8 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
9 alleged in the Actions, disputes any wages, damages and penalties claimed by Plaintiffs are
10 owed, and further contends that, for any purpose other than this settlement, the Actions are
11 not appropriate for class or representative action treatment. Defendant contends, among other
12 things, that at all times they complied with the California Labor Code and the Industrial Wage
13 Commission Orders.

14 E. Plaintiffs conducted an investigation into the facts relevant to the Actions, including
15 conducting an independent investigation as to the allegations, reviewing documents and
16 information exchanged through informal discovery, and reviewing documents and
17 information provided by Defendant pursuant to informal requests for information to prepare
18 for mediation. Defendant produced for the purpose of settlement negotiations certain
19 employment data, including payroll and timekeeping records, concerning the Aggrieved
20 Employees, which Plaintiffs' counsels reviewed and analyzed. Based on their own
21 independent investigation and evaluation, Plaintiffs' counsel are of the opinion that the
22 settlement with Defendant is fair, reasonable and adequate, and is in the best interest of the
23 Aggrieved Employees in light of all known facts and circumstances, including the risks of
24 significant delay, defenses asserted by Defendant, uncertainties regarding PAGA
25 manageability, and numerous potential appellate issues. Although it denies any liability,
26 Defendant is agreeing to the Settlement solely to avoid the inconveniences and cost of further
27 litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth
28 in this Agreement.

1 F. On October 10, 2024, the Parties participated in mediation presided over by Jeffrey
2 A. Ross Esq., an experienced mediator of PAGA actions. The mediation concluded with a
3 settlement, which is subsequently memorialized by this Agreement and concurrently
4 executed individual settlement agreements.

5 G. This Agreement replaces and supersedes any other agreements, understandings, or
6 representations between the Parties. This Agreement represents a compromise and settlement
7 of highly disputed claims. Nothing in this Agreement is intended or will be construed as an
8 admission by Defendant that the claims in the Actions of Plaintiffs or Aggrieved Employees
9 have merit or that Defendant bears any liability to Plaintiffs or the Aggrieved Employees on
10 those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses
11 in the Actions have merit.

12 H. The Parties believe that the Settlement is fair, reasonable, and adequate. The
13 Settlement was arrived at through arm's-length negotiations, taking into account all relevant
14 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
15 continuing the Actions through trial and any appeal. Accordingly, the Parties desire to fully,
16 finally, and forever settle, compromise, and discharge all disputes and claims arising from or
17 relating to the Actions.

18 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

19 **III. TERMS OF AGREEMENT**

20 **A. MONETARY TERMS**

21 1. Gross Settlement Amount. Except as otherwise provided by Section G below,
22 Defendant promises to pay \$620,000 and no more as the Gross Settlement Amount.
23 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline
24 stated in Section D, Paragraph 1 of this Agreement. The Administrator will disburse
25 the entire Gross Settlement Amount without asking or requiring Aggrieved
26 Employees to submit any claim as a condition of payment. None of the Gross
27 Settlement Amount will revert to Defendant.

28 2. Payments from the Gross Settlement Amount. The Administrator will make

1 and deduct the following payments from the Gross Settlement Amount, in the amounts
2 approved by the Court:

3 a) To PAGA Counsel: A PAGA Counsel Fees Payment of not more than
4 one-third (1/3) of the Gross Settlement Amount, which is currently estimated
5 to be \$206,666.67 and the PAGA Counsel Litigation Expenses Payment of
6 not more than \$50,000.00. Defendant will not oppose requests for Court
7 approval of these payments provided that they do not exceed these amounts.
8 If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel
9 Litigation Expenses Payment less than the amounts requested, the
10 Administrator will allocate the remainder to the Net Settlement Amount.
11 Released Parties shall have no liability to PAGA Counsel or any other
12 Plaintiffs' counsel arising from any claim to any portion of the PAGA Counsel
13 Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The
14 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
15 Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA
16 Counsel assumes full responsibility and liability for taxes owed on the PAGA
17 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment
18 and holds Defendant harmless, and indemnifies Defendant, from any dispute
19 or controversy regarding any division or sharing of any of these payments.

20 b) To the Plaintiffs: Defendant will not oppose Plaintiffs' request for
21 enhancement payments of up to \$5,000.00 for each named Plaintiff
22 (\$15,000.00 total) (i.e., Plaintiffs' Enhancement Payments) for serving as the
23 representative plaintiffs in the Actions. In the event the Court approves
24 payments of less than the requested amounts, the difference will be added to
25 the Net Settlement Amount (although Plaintiffs may appeal an order granting
26 less than the full amount sought for the Plaintiffs' Enhancement Payments).
27 Defendant, via the Administrator, will report this payment on IRS Form 1099
28 issued to Plaintiffs.

1 c) To the Administrator: An Administration Expenses Payment not to
2 exceed \$5,000.00 except for a showing of good cause and as approved by the
3 Court. To the extent the Administrator's expenses are less, or the Court
4 approves payment less than \$5,000.00, the Administrator will retain the
5 remainder in the Net Settlement Amount.

6 d) To the LWDA and Aggrieved Employees: After these deductions have
7 been made from the Gross Settlement Amount, the remaining Net Settlement
8 Amount shall be allocated and distributed as follows: 75% to the LWDA
9 PAGA Payment and 25% to the Individual PAGA Payments.

10 (1) The Administrator will calculate each Individual PAGA
11 Payment by (a) dividing the amount of the Aggrieved Employees'
12 25% share of the Net Settlement Amount by the total number of Pay
13 Periods worked by all Aggrieved Employees during the PAGA Period
14 and (b) multiplying the result by each Aggrieved Employee's Pay
15 Periods. Aggrieved Employees assume full responsibility and liability
16 for any taxes owed on their Individual PAGA Payment.

17 **B. SETTLEMENT FUNDING AND PAYMENTS**

18 1. Aggrieved Employee Pay Periods. Based on a review of its records to date,
19 Defendant estimates there are 374 Aggrieved Employees who worked a total 11,120
20 Pay Periods.

21 2. Aggrieved Employee Data. Within 15 days of court approval of the
22 Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to
23 the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved
24 Employee' privacy rights, the Administrator must maintain the Aggrieved Employee
25 Data in confidence, use the Aggrieved Employee Data only for purposes of the
26 Settlement and for no other purpose, and restrict access to the Aggrieved Employee
27 Data to Administrator employees who need access to the Aggrieved Employee Data
28 to effect and perform under this Agreement. Defendant has a continuing duty to

1 immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data
2 omitted employee identifying information and to provide corrected or updated
3 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of
4 the deadline by which Defendant must send the Aggrieved Employee Data to the
5 Administrator, the Parties and their counsel will expeditiously use best efforts, in
6 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
7 Aggrieved Employee Data.

8 3. Funding of Gross Settlement Amount. Within thirty (30) days of the Effective
9 Date, Defendant shall fund half of the Gross Settlement Amount (i.e., \$310,000.00)
10 by transmitting the funds to the Administrator (hereinafter, "First Installment"). Six
11 (6) months after Defendant's funding of the First Installment, Defendant shall fund
12 the second half of the Gross Settlement Amount (i.e., \$310,000.00) by transmitting
13 the funds to the Administrator (hereinafter, "Second Installment").

14 4. Payments from the Gross Settlement Amount. Within 14 days after Defendant
15 fully funds the Gross Settlement Amount (after payment of both the First Installment
16 and the Second Installment), the Administrator will mail checks for all Individual
17 PAGA Payments, the LWDA PAGA Payment, Plaintiffs' Enhancement Payments,
18 the Administration Expenses Payment, the PAGA Counsel Fees and PAGA Counsel
19 Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and
20 PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
21 Individual PAGA Payments.

22 a) The Administrator will issue checks for the Individual PAGA
23 Payments and send them to the Aggrieved Employees via First Class U.S.
24 Mail, postage prepaid, with a cover letter ("Cover Letter"), attached hereto as
25 **Exhibit A.** The face of each check shall prominently state the date (not less
26 than 180 days after the date of mailing) when the check will be voided. The
27 Administrator will cancel all checks not cashed by the void date. Before
28 mailing any checks, the Administrator must update the recipients' mailing

addresses using the National Change of Address Database.

b) The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

C. **RELEASES OF CLAIMS.** Upon the Effective Date and only once Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

1. **Plaintiffs' Release.** Plaintiffs and their respective representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all civil penalties per Labor Code 2698 et seq (PAGA) for claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative

1 Complaints and PAGA Notices (“Plaintiffs’ Release”). The Plaintiffs’ Release does
2 not extend to any claims or actions to enforce this Agreement, or to any claims for
3 vested benefits, unemployment benefits, disability benefits, social security benefits,
4 workers’ compensation benefits that arose at any time, or based on occurrences
5 outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts
6 or law different from, or in addition to, the facts or law that Plaintiffs now know or
7 believe to be true but agree, nonetheless, that the Plaintiffs’ Release shall be and
8 remain effective in all respects, notwithstanding such different or additional facts or
9 Plaintiffs’ discovery of them.

10 a) Plaintiffs’ Waiver of Rights Under California Civil Code Section
11 1542. For purposes of the Plaintiffs’ Release, Plaintiffs, subject to the terms of
12 separately executed individual settlement agreements, expressly waive and
13 relinquish the provisions, rights, and benefits, if any, of section 1542 of the
14 California Civil Code, which reads: A general release does not extend to
15 claims that the creditor or releasing party does not know or suspect to exist in
16 his or her favor at the time of executing the release, and that if known by him
17 or her would have materially affected his or her settlement with the debtor or
18 released party.

19 2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to
20 release, on behalf of themselves and their respective former and present
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
22 Released Parties from the Released PAGA Claims.

23 3. Release by PAGA Counsel: Except as provided in this Agreement, PAGA
24 Counsel release the Released Parties from all claims for attorneys’ fees incurred in
25 connection with the Operative Complaints and the PAGA Period facts stated in the
26 Operative Complaints and the PAGA Notices.

27 D. STIPULATION, MOTION OR APPLICATION FOR APPROVAL OF
28 SETTLEMENT. Plaintiffs shall be responsible for drafting and filing a motion for approval

1 of the Settlement.

2 1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defendant's
3 Counsel for its review and comment all documents necessary for obtaining approval
4 of the Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft
5 proposed Approval Order; (ii) a signed declaration from the Administrator attaching
6 its "not to exceed" bid for administering the Settlement and attesting to its willingness
7 to serve; competency; operative procedures for protecting the security of Aggrieved
8 Employee Data; amounts of insurance coverage for any data breach, defalcation of
9 funds or other misfeasance; all facts relevant to any actual or potential conflicts of
10 interest with Aggrieved Employees or the LWDA; and the nature and extent of any
11 financial relationship with Plaintiffs, PAGA Counsel, or Defendant's Counsel; (iii) a
12 signed declaration from PAGA Counsels' firms attesting to its timely transmission to
13 the LWDA of all necessary PAGA documents (initial notice of violations (Labor
14 Code section 2699.3, subd. (a)), Operative Complaints (Labor Code section 2699,
15 subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts
16 relevant to any actual or potential conflict of interest with Aggrieved Employees
17 and/or the Administrator.

18 2. Responsibilities of Plaintiffs. Plaintiffs are responsible for expeditiously
19 finalizing and filing the motion for approval of the Settlement after the full execution
20 of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
21 and appearing in Court to advocate in favor of the motion. PAGA Counsel are
22 responsible for delivering the Court's Approval Order to the Administrator

23 3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed
24 application or motion for approval of the Settlement and/or the supporting
25 declarations and documents, PAGA Counsel and Defendant's Counsel will
26 expeditiously work together on behalf of the Parties by meeting in person or by
27 telephone, and in good faith, to resolve the disagreement. If the Court does not grant
28 the motion for approval of the Settlement or conditions its approval on any material

1 change to this Agreement, PAGA Counsel and Defendant's Counsel will
2 expeditiously work together on behalf of the Parties by meeting in person or by
3 telephone, and in good faith, to modify the Agreement and otherwise satisfy the
4 Court's concerns.

5 E. **SETTLEMENT ADMINISTRATION**

6 1. **Selection of Administrator.** The Parties have jointly selected ILYM Group,
7 Inc. to serve as the Administrator and verified that, as a condition of appointment,
8 ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a
9 fiduciary, all duties specified in this Agreement in exchange for the Administration
10 Expenses Payment. The Parties and their counsel represent that they have no interest
11 or relationship, financial or otherwise, with the Administrator other than a
12 professional relationship arising out of prior experiences administering settlements.

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

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

19 4. **Administrator Duties.** The Administrator has a duty to perform or observe all
20 tasks to be performed or observed by the Administrator contained in this Agreement
21 or otherwise.

22 F. **AGGRIEVED EMPLOYEE SIZE ESTIMATES**

23 1. Based on its records, Defendant estimates that, as of the date of this
24 Agreement, there are 374 Aggrieved Employees who worked 11,000 Pay Periods
25 during the PAGA period. Based on its records, Defendant estimates that 374
26 Aggrieved Employees worked 11,120 pay periods during the period July 28, 2022
27 through February 7, 2025. In the event the actual number of Pay Periods during the
28 PAGA Period is more than 10% greater than 11,000 (i.e., if the actual number of Pay

1 Periods during the PAGA Period is greater than 12,100), the Gross Settlement
2 Amount shall be increased by the same percentage above 10% that the actual number
3 of Pay Periods exceeds 11,000 (i.e., if the actual number of Pay Periods is 12% higher
4 than 11,000, the Gross Settlement Amount shall be increased by 2%).

5 **G. CONTINUING JURISDICTION OF THE COURT**

6 1. The Parties agree that, after entry of the Judgment, the Court will retain
7 jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i)
8 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
9 matters, and (iii) addressing such post-Judgment matters as are permitted by law. In
10 the event that one or more of the Parties institutes any legal action or other proceeding
11 against any other Party or Parties to enforce the provisions of the Settlement or to
12 declare rights and/or obligations under the Settlement, the successful Party or Parties
13 will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
14 fees and costs, including expert witness fees incurred in connection with any
15 enforcement actions.

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

27 **H. ADDITIONAL PROVISIONS**

28 1. No Admission of Liability or Representative Manageability for Other

1 Purposes. This Agreement represents a compromise and settlement of highly disputed
2 claims. Nothing in this Agreement is intended or should be construed as an admission
3 by Defendant that any of the allegations in the Operative Complaints have merit or
4 that Defendant has any liability for any claims asserted; nor should it be intended or
5 construed as an admission by Plaintiffs that Defendant's defenses in the Actions have
6 merit. The Parties agree that representative treatment is for purposes of the Settlement
7 only. If, for any reason the Court does not approve the Settlement, Defendant reserves
8 all available defenses to the claims in the Actions, and Plaintiffs reserve the right to
9 contest Defendant's defenses. The Settlement, this Agreement and the Parties'
10 willingness to settle the Actions will have no bearing on, and will not be admissible
11 in connection with, any litigation (except for proceedings to enforce or effectuate the
12 Settlement and this Agreement).

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

17 3. Attorney Authorization. PAGA Counsel and Defendant's Counsel separately
18 warrant and represent that they are authorized by Plaintiffs and Defendant,
19 respectively, to take all appropriate action required or permitted to be taken by such
20 Parties pursuant to this Agreement to effectuate its terms, and to execute any other
21 documents reasonably required to effectuate the terms of this Agreement including
22 any amendments to this Agreement.

23 4. Cooperation. The Parties and their counsel will cooperate with each other and
24 use their best efforts, in good faith, to implement the Settlement by, among other
25 things, modifying the Agreement, submitting supplemental evidence and
26 supplementing points and authorities as requested by the Court. In the event the
27 Parties are unable to agree upon the form or content of any document necessary to
28 implement the Settlement, or on any modification of the Agreement that may become

necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.

6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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

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

14. 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 Counsel for Plaintiffs and Aggrieved Employees:

Paul K. Haines
Sean M. Blakely
Joel M. Gordon
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Email: phaines@haineslawgroup.com; sblakely@haineslawgroup.com;
jgordon@haineslawgroup.com

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: 310.622.4278
Emails: mschimmel@blackstonepc.com;
jfang@blackstonepc.com; arose@blackstonepc.com;
josborne@blackstonepc.com

To Defendant:

Efthalia S. Rofos
4695 MacArthur Ct., Suite 900
Newport Beach, CA 92660
Telephone: (949) 519-2080
Email: trofos@ohaganmeyer.com

Tiffany Rouhi
550 South Hope Street, Suite 2400
Los Angeles, California 90071

Telephone: 213.647.0005
Email: Trouhi@ohaganmeyer.com

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

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: Nov 3, 2025


Jake Parcell (Nov 3, 2025 11:21:03 PST)
JACOB PARCELL

DATED: _____

DEMARIS MASADAS

DATED: _____

KOA GARCES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: Dec 8, 2025


Dan Falls (Dec 8, 2025 12:05:10 EST)
CALIFORNIA DINNER ENTERTAINMENT, LLC

By: Dan Falls

Its: Vice President

Telephone: 213.647.0005
Email: Trouhi@ohaganmeyer.com

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

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: _____

JACOB PARCELL

DATED: 11/06/2025

Demaris Masadas

DEMARIS MASADAS

DATED: _____

KOA GARCES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

CALIFORNIA DINNER ENTERTAINMENT, LLC

By: _____

Its: _____

Telephone: 213.647.0005
Email: Trouhi@ohaganmeyer.com

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

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: _____

JACOB PARCELL

DATED: _____

DEMARIS MASADAS

DATED: 11/03/2025

Koa Garces

KOA GARCES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

CALIFORNIA DINNER ENTERTAINMENT, LLC

By: _____

Its: _____

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: November 3, 2025

HAINES LAW GROUP, APC

4
5 By: 

Paul Haines

Sean Blakely

Joel Gordon

Attorneys for Plaintiffs and the Aggrieved
Employees

6
7
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9
10 DATED: _____

BLACKSTONE LAW, APC

11
12 By: _____

Jonathan M. Genish

Miriam L. Schimmel

Joana Fang

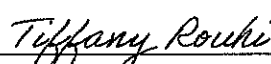
Alexandra Rose

Jared C. Osborne

Attorneys for Plaintiffs the Aggrieved
Employees

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19 DATED: 12/17/2025

O'HAGAN MEYER LLP

20
21 By: 

Eftalia S. Rofos

Tiffany H. Rouhi

Attorney for Defendant California Dinner
Entertainment, LLC

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2

3 DATED: _____

4

HAINES LAW GROUP, APC

5

By: _____

6

Paul Haines

7

Sean Blakely

8

Joel Gordon

9

Attorneys for Plaintiffs and the Aggrieved
Employees

10 DATED: November 6, 2025

11

BLACKSTONE LAW, APC

12

By:  _____

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Jonathan M. Genish

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Miriam L. Schimmel

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Joana Fang

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Alexandra Rose

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Jared C. Osborne

18

Attorneys for Plaintiffs the Aggrieved
Employees

19 DATED: _____

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O'HAGAN MEYER LLP

21

By: _____

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Efthalia S. Rofos

23

Tiffany H. Rouhi

24

Attorney for Defendant California Dinner
Entertainment, LLC

25

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1 **AMENDMENT NO. 1 TO STIPULATION OF SETTLEMENT OF**
2 **PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

3 This Amendment No. 1 to Stipulation of Settlement of PAGA Action Claims and Release of
4 Claims is entered into between Plaintiffs Demaris Masadas, Koa Garces, and Jacob Parcell
5 (collectively, "Plaintiffs") and Defendant California Dinner Entertainment, LLC dba Pirates Dinner
6 Adventure ("Defendant") (collectively, the "Parties") pursuant to Section III.H.7 of the Stipulation of
7 Settlement of PAGA Action Claims and Release of Claims ("Original Agreement") entered into
8 between the Parties on December 17, 2025.

9 **A. Section I.CC of the Original Agreement is hereby amended to state as follows:**

10 "Released Parties" shall mean Defendant and its former and current respective owners,
11 officers, directors, subsidiaries, successors, and assigns.

12 **B. The Cover Letter attached to the Original Agreement as "Exhibit A" is hereby**
13 **replaced with the revised Cover Letter attached hereto as "Exhibit A."**

14 **IT IS SO AGREED:**

15 Dated: Jun 25, 2026


Jacob Parcell (Jun 25, 2026 21:52:50 PDT)
Plaintiff Jacob Parcell

16
17 Dated:

Plaintiff Demaris Masadas

18
19 Dated:

Plaintiff Koa Garces

20
21 Dated: 06/29/2026


Daniel Falls (Jun 29, 2026 14:40:48 EDT)
Defendant California Dinner Entertainment, LLC

By: Daniel Falls

Its: Vice President

22
23
24 **AGREED AS TO FORM:**

HAINES LAW GROUP, APC

25
26
27 Dated: June 26, 2026

By: 

Paul Haines
Sean Blakely
Attorneys for Plaintiff Jacob Parcell

**AMENDMENT NO. 1 TO STIPULATION OF SETTLEMENT OF
PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

This Amendment No. 1 to Stipulation of Settlement of PAGA Action Claims and Release of Claims is entered into between Plaintiffs Demaris Masadas, Koa Garces, and Jacob Parcell (collectively, "Plaintiffs") and Defendant California Dinner Entertainment, LLC dba Pirates Dinner Adventure ("Defendant") (collectively, the "Parties") pursuant to Section III.H.7 of the Stipulation of Settlement of PAGA Action Claims and Release of Claims ("Original Agreement") entered into between the Parties on December 17, 2025.

A. Section LCC of the Original Agreement is hereby amended to state as follows:

"Released Parties" shall mean Defendant and its former and current respective owners, officers, directors, subsidiaries, successors, and assigns.

B. The Cover Letter attached to the Original Agreement as "Exhibit A" is hereby replaced with the revised Cover Letter attached hereto as "Exhibit A."

IT IS SO AGREED:

Dated:

Plaintiff Jacob Parcell

Dated: 06/25/2026

Demaris Masadas

Plaintiff Demaris Masadas

Dated: 06/25/2026

Koa Garces

Plaintiff Koa Garces

Dated:

Defendant California Dinner Entertainment, LLC

By: _____

Its: _____

AGREED AS TO FORM:

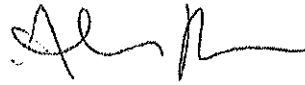
HAINES LAW GROUP, APC

Dated:

By: _____
Paul Haines
Sean Blakely
Attorneys for Plaintiff Jacob Parcell

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BLACKSTONE LAW, APC



Dated: 06/25/2026

By: _____

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Attorneys for Plaintiffs Demaris Masadas and
Koa Garces

O'HAGAN MEYER LLP

Dated:

By: _____

Efthalia S. Rofos
Tiffany H. Rouhi
Attorneys for Defendant California Dinner
Entertainment, LLC

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BLACKSTONE LAW, APC

Dated:

By:

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Attorneys for Plaintiffs Demaris Masadas and
Koa Garces

O'HAGAN MEYER LLP

Dated:

By:

Tiffany Rouhi
Efthalia S. Rofos
Tiffany H. Rouhi
Attorneys for Defendant California Dinner
Entertainment, LLC

1 **AMENDMENT NO. 2 TO STIPULATION OF SETTLEMENT OF**
2 **PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

3 This Amendment No. 2 to Stipulation of Settlement of PAGA Action Claims and Release of
4 Claims is entered into between Plaintiffs Demaris Masadas, Koa Garces, and Jacob Parcell
5 (collectively, "Plaintiffs") and Defendant California Dinner Entertainment, LLC dba Pirates Dinner
6 Adventure ("Defendant") (collectively, the "Parties") pursuant to Section III.H.7 of the Stipulation of
7 Settlement of PAGA Action Claims and Release of Claims ("Original Agreement") entered into
8 between the Parties on December 17, 2025.

9 **A. Section III.B.3 of the Original Agreement is hereby amended to state as follows:**

10 "Funding of Gross Settlement Amount. Within thirty (30) days of the Effective Date,
11 Defendant shall fund the entire Gross Settlement Amount (i.e., \$620,000.00) by transmitting the funds
12 to the Administrator."

13 **B. Section III.B.4 of the Original Agreement is hereby amended to state as follows:**

14 "Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds
15 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments,
16 the LWDA PAGA Payment, Plaintiffs' Enhancement Payments, the Administration Expenses
17 Payment, the PAGA Counsel Fees and PAGA Counsel Litigation Expenses Payment. Disbursement
18 of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not
19 precede disbursement of Individual PAGA Payments."

20 **IT IS SO AGREED:**

21 Dated: Jun 30, 2026


Jacob Parcell (Jun 30, 2026 22:33:28 PDT)
Plaintiff Jacob Parcell

22
23 Dated:

Plaintiff Demaris Masadas

24
25 Dated:

Plaintiff Koa Garces

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**AMENDMENT NO. 2 TO STIPULATION OF SETTLEMENT OF
PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

This Amendment No. 2 to Stipulation of Settlement of PAGA Action Claims and Release of Claims is entered into between Plaintiffs Demaris Masadas, Koa Garces, and Jacob Parcell (collectively, "Plaintiffs") and Defendant California Dinner Entertainment, LLC dba Pirates Dinner Adventure ("Defendant") (collectively, the "Parties") pursuant to Section III.H.7 of the Stipulation of Settlement of PAGA Action Claims and Release of Claims ("Original Agreement") entered into between the Parties on December 17, 2025.

A. Section III.B.3 of the Original Agreement is hereby amended to state as follows:

"Funding of Gross Settlement Amount. Within thirty (30) days of the Effective Date, Defendant shall fund the entire Gross Settlement Amount (i.e., \$620,000.00) by transmitting the funds to the Administrator."

B. Section III.B.4 of the Original Agreement is hereby amended to state as follows:

"Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' Enhancement Payments, the Administration Expenses Payment, the PAGA Counsel Fees and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments."

IT IS SO AGREED:

Dated:		Plaintiff Jacob Parcell
Dated:	06/30/2026	<i>Demaris Masadas</i> Plaintiff Demaris Masadas
Dated:	06/30/2026	<i>Koa Garces</i> Plaintiff Koa Garces

1 Dated: Jul 1, 2026

Daniel Falls
Daniel Falls (Jul 1, 2026 15:00:54 EDT)

Defendant California Dinner Entertainment, LLC

2 By: Daniel Falls

3 Its: Vice President

4
5 **AGREED AS TO FORM:**

6 **HAINES LAW GROUP, APC**

7 Dated:

8 By: _____

9 Paul Haines
Sean Blakely
Attorneys for Plaintiff Jacob Parcell

10 **BLACKSTONE LAW, APC**

11 Dated:

12 By: _____

13 Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Attorneys for Plaintiffs Demaris Masadas and
15 *Koa Garces*

16 **O'HAGAN MEYER LLP**

17
18 Dated: July 2, 2026

19 By: Tiffany Rouhi

20 Efthalia S. Rofos
Tiffany H. Rouhi
Attorneys for Defendant California Dinner
21 *Entertainment, LLC*

1 Dated:

Defendant California Dinner Entertainment, LLC

2 By: _____

3 Its: _____

4
5 **AGREED AS TO FORM:**

6 **HAINES LAW GROUP, APC**

7 Dated: July 1, 2026

8 By:



Paul Haines

Sean Blakely

Attorneys for Plaintiff Jacob Parcel

10 **BLACKSTONE LAW, APC**

11 Dated:

12 By:

Jonathan M. Genish

Miriam L. Schimmel

Joana Fang

Alexandra Rose

Jared C. Osborne

Attorneys for Plaintiffs Demaris Masadas and

Koa Garces

16 **O'HAGAN MEYER LLP**

17
18 Dated:

19 By:

Efthalia S. Rofos

Tiffany H. Rouhi

Attorneys for Defendant California Dinner

Entertainment, LLC

1 Dated:

Defendant California Dinner Entertainment, LLC

2 By: _____

3 Its: _____

4
5 **AGREED AS TO FORM:**

6 **HAINES LAW GROUP, APC**

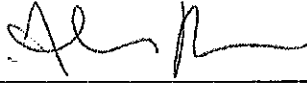
7 Dated:

8 By: _____

9 Paul Haines
Sean Blakely
Attorneys for Plaintiff Jacob Parcell

10 **BLACKSTONE LAW, APC**

11 Dated: 06/30/2026

12 By:  _____

13 Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Attorneys for Plaintiffs Demaris Masadas and
15 *Koa Garces*

16 **O'HAGAN MEYER LLP**

17
18 Dated:

19 By: _____

20 Efthalia S. Rofos
Tiffany H. Rouhi
Attorneys for Defendant California Dinner
21 *Entertainment, LLC*

EXHIBIT 2

Re: Demaris Masadas, et al. v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure.
Superior Court of California Orange County; Case No. 30-2023-01354556-CU-OE-CXC

Date: [REDACTED]/[REDACTED]/2026

SIMID
Name
Address

Dear **Name**:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Demaris Masadas, et al. v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, pending in the Superior Court of the State of California for the County of Orange (the "Action").

The Action was filed against California Dinner Entertainment, LLC dba Pirate's Dinner Adventure ("California Dinner Entertainment") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiffs Demaris Masadas, Koa Garces, and Jacob Parcell ("Plaintiffs"), former employees of California Dinner Entertainment, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Plaintiffs claimed that California Dinner Entertainment violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and/or rest breaks, failing to provide employees with itemized wage statements, and failing to pay timely final wages. California Dinner Entertainment disputes all of Plaintiffs' allegations and denies that it engaged in any of the alleged misconduct. The Court has not decided the merits of Plaintiffs' claims or California Dinner Entertainment's defenses.

The parties have reached a settlement of Plaintiffs' representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. The Gross Settlement Award in this case is in the amount of \$620,000.00. After deducting fees (\$186,000.00) and costs (\$26,933.70) for Plaintiffs' counsel, Plaintiffs' Representative Enhancement Payments of \$1,000.00 each (total, \$3,000.00), and settlement administrator fees (\$4,250.00), the Net Settlement Amount will be approximately \$399,816.30. Per Labor Code § 2699(i), 75% of the Net Settlement Amount (\$299,862.22) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$99,954.08) will be payable to all Aggrieved Employees, i.e., all current and former non-exempt employees who worked for California Dinner Entertainment in California between July 28, 2022 and February 7, 2025 (the "PAGA Period"). The 25% share of the Net Settlement Amount is being distributed proportionally based on the number of pay periods that you worked for California Dinner Entertainment in California during the PAGA Period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller's Office Unclaimed Property Division in your name. If you are still employed by California Dinner Entertainment, your decision to cash the check will not affect your employment in any way.

All Aggrieved Employees, whether or not you cash your check, will release and discharge California Dinner Entertainment and its former and current respective owners, officers, directors, subsidiaries, successors, and assigns (the "Released Parties") from all PAGA claims for civil penalties alleged in the Operative Complaint and PAGA Notices, which occurred during the PAGA Period (the "Released PAGA Claims"). The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only.

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1- [REDACTED] - [REDACTED].