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Attorneys for Plaintiff, Cain Garcia

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By V. Sino-Cruz, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CAIN GARCIA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

CRUNCH, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV30481

[Honorable Bradley S. Phillips, Department 26]

**AMENDED DECLARATION OF PLAINTIFF
CAIN GARCIA IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

[Filed with the Notice of Motion and Motion For
Approval of Private Attorneys General Act,
Declaration of Kane Moon, , Declaration of Sean
Hartranft, [Proposed] Order, [Proposed] Judgment],
and Proof of Service

PAGA APPROVAL HEARING:

Date: March 20, 2025

Time: 8:30 a.m.

Dept.: 26

Complaint Filed: September 19, 2022

Trial Date: Not Set

Reserved by Court.

DECLARATION OF PLAINTIFF CAIN GARCIA

I, Cain Garcia, declare as follows:

1. I am the named Plaintiff in this case and a former employee of the named Defendant, Crunch, LLC (“Defendant”). As such, I have personal knowledge of, or am informed of and believe, the following facts. If called as a witness, I could and would testify competently to the following facts.

CASE BACKGROUND

2. I worked for Defendant in California as a Front Desk Worker from October 2021 to April 2022. Throughout my employment with Defendant, I was classified as a non-exempt, hourly employee.

3. Throughout my employment with Defendant, I believed its wage and hour practices placed me at a disadvantage because I was not paid for all hours I was required to work off the clock, including as a result of being paid according to my scheduled shifts, rather than actual hours worked; I was not able and/or permitted to take timely, uninterrupted, and/or full meal periods and rest breaks; and I was not reimbursed for all business expenses I incurred in direct discharge of my duties, including expenses incurred for the use of my personal cellphone to communicate about work while on and off the clock.

4. Throughout my employment with Defendant, I believed its wage and hour practices also placed other hourly employees of Defendant at a disadvantage because such employees were also not paid for all hours they were required to work off the clock; such employees were also not able and/or permitted to take timely, uninterrupted, and/or full meal periods and rest breaks; and such employees were also not reimbursed for all business expenses they incurred in direct discharge of their duties. This was true for other hourly employees who worked during the same or different shifts and on the same or different days.

5. I believe Defendant failed to compensate me and other hourly employees for all time worked, failed to provide me and other hourly employees legally compliant meal periods and rest breaks, and failed to fully reimburse me and other hourly employees for necessary business expenses. I, therefore, believe other hourly employees and I were subjected to the same or similar illegal wage and hour practices.

6. Based on this belief, I brought this representative action on behalf of myself, all other current and former employees of Defendant who are or were classified as non-exempt during their employment with Defendant in California (“Aggrieved Employees”), and the State of California to recover civil penalties and put an end to what I believe are illegal practices of Defendant.

REASONABLENESS OF ENHANCEMENT PAYMENT

7. I have reviewed and conferred with my attorneys about the Private Attorneys General Act Settlement Agreement (the “Settlement”) in this case. Pursuant to the Settlement, I am requesting an Enhancement Payment in the amount of \$10,000.00 as the PAGA Representative, in addition to the Individual PAGA Payment I will receive as an Aggrieved Employee. I understand the Enhancement Payment is subject to Court approval.

8. I believe this award is fair compensation to me for initiating and helping to prosecute this case, for my effort and time on this case, and for the substantial risks I undertook by agreeing to be the PAGA Representative in this case, including the negative impact this role may have on my future employability. In addition, I believe this award is fair consideration to me for my General Release of claims and rights I have against Defendant, including those pursuant to California Civil Code section 1542.

9. My participation in this case began with bringing certain issues to my attorneys’ attention and explaining the factual background that was used to prosecute the claims in this case. For example, I provided my attorneys with documents I had in my possession from my employment with Defendant, including my paystubs. I explained those documents and related facts to my attorneys to assist them in their analysis of the claims and whether to file a lawsuit. I also provided my attorneys with first-hand knowledge of Defendant’s business operations and wage and hour practices, as I understood them to be, and identified potential witnesses, such as former co-workers, who might likewise have been of assistance.

10. My efforts continued after the lawsuit was filed. For example, I continued to search for potential documents related to my employment. I assisted my attorneys with the preparation of this litigation, and I was prepared to make myself available for a deposition. I also thoroughly reviewed the terms of Settlement with my attorneys prior to signing it.

11. This case was filed more than two years ago, and in that time, I have never asked to be relieved from my role as PAGA Representative. To the contrary, I have made myself available each time my attorneys have wanted to discuss aspects of my employment with Defendant, and I remain committed to seeing this case through to the end.

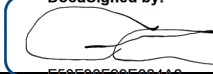
12. I have assumed some long-lasting risk in prosecuting this case. For example, because it is so easy to search for information online these days, I face an increased risk that future employers may discover information about this lawsuit and have a negative reaction to learning that I sued my former employer on behalf of the State of California. A search of my name may reveal this PAGA representative action, and as a result, employers may forego hiring me. This would make it difficult to obtain future employment or change jobs for a better opportunity.

13. I have devoted a substantial amount of my time, both before this lawsuit was filed and during its litigation, to ensure a fair result for the Aggrieved Employees and State of California. This involved ongoing communications and participation with my attorneys during this case. In total, I believe I have spent at least twenty (20) hours assisting my attorneys with this case.

14. I am glad I had the opportunity to represent the State of California in this lawsuit and that I was able to recover money for my fellow Aggrieved Employees through the Settlement.

15. I believe the Settlement is fair, adequate, and reasonable, and therefore, I would recommend the Court approve it.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 10/24/2024, at Los Angeles, California.

DocuSigned by:

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Cain Garcia