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Attorneys for Defendants
MORGAN COOKIE GROUP CULVER LLC;
MORGAN COOKIE GROUP LLC;
MORGAN COOKIE GROUP DOWNEY LLC;
and POCKETS SMITTY LLC

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

NATALIAH DEVOL GREEN, on behalf of
herself and all others similarly situated, and the
general public, and as an “aggrieved employee”
on behalf of other “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Plaintiffs,

vs.

MORGAN COOKIE GROUP CULVER LLC,
a California limited liability company;
MORGAN COOKIE GROUP LLC, a
California limited liability company;
MORGAN COOKIE GROUP DOWNEY
LLC, a California limited liability company,
CRUMBL LLC, a Utah limited liability
company; POCKETS SMITTY LLC, a Utah
limited liability company; and DOES 1 - 50,
inclusive,

Defendants.

CASE NO. 23STCV11939

CLASS ACTION

DECLARATION OF TIMMY SMITH

Judge: Hon. David S. Cunningham III

Complaint Filed: May 25, 2023

FAC Filed: June 9, 2023

Trial Date: None Set

1 5. Despite these efforts, Pockets Smitty and the Franchises still currently has
2 very limited cash-on-hand or liquid reserves available for payment of this settlement. In fact,
3 Pockets Smitty and the Franchises' debt obligation has grown to \$3m as of September 2025.
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5 6. Pocket Smitty's and the Franchises' obligations necessary for the
6 continuation of operations, including, without limitation, payroll, purchasing of raw materials,
7 rent, etc., amount to approximately \$900,000 per month.
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9 7. Due to their financial condition at the time this settlement was agreed to,
10 Pocket Smitty and/or the Franchises were unable to pay the entire settlement amount in one lump
11 sum payment. If Pocket Smitty and/or the Franchises was to pay the full settlement fund of
12 \$450,000, in one payment, it would deplete operating reserves such that it would jeopardize
13 payroll obligations and the continuation of services.
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15 8. Pockets Smitty shared detailed financial reports, including profit and loss
16 spreadsheets, bank account and credit card statements for the Franchises, with Plaintiff's counsel
17 to demonstrate their financial condition at the time the parties settled the instant-action.
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19 9. Pockets Smitty cannot seek contribution from Crumbl, LLC for several
20 reasons: (1) Crumbl, LLC is a franchisor, it does not operate any of Pocket Smitty-affiliated
21 entity, (2) Crumbl, LLC does not employ any of the putative class members, and (3) the
22 Franchises respective agreements with Crumbl, LLC do not provide for contribution or
23 indemnification.
24

25 10. The Franchises regularly communicate with their respective employees
26 (i.e., the putative class members) in English. All pre-hire paperwork is in English, schedules are
27 posted in English, and interviews are conducted in English. To the best of my knowledge, no
28

1 member of Pocket Smitty's or the Franchises' leadership is a Spanish speaker. For these reasons,
2 I conclude it is highly likely that substantially all putative class members can read and write in
3 English.
4

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct, and that this declaration was executed on this 15th day of September,
7 2025.
8

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10 *Timothy Smith*

11 _____
TIMMY SMITH
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