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Attorneys for Plaintiff CHRYSTAL CRAIGO and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CHRYSTAL CRAIGO, an individual; on
behalf of herself and all others similarly
situated and the general public,

Plaintiff,

vs.

JANRA ENTERPRISES, INC., a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

) Case No. 23CV007642
)
) [Assigned for All Purposes to: The Hon. Jill H.
) Talley, Dept. 23]

) **DECLARATION OF AARON A. BARTZ**
) **IN SUPPORT OF MOTION FOR**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION SETTLEMENT**

) Hearing Date: April 24, 2026
) Time: 10:30 AM
) Dept: 23

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I, Aaron A. Bartz, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Bartz Law Group APC, and am Class Counsel for the Plaintiff Chrystal Craigo (“Plaintiff”) and the class. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") is attached hereto as **Exhibit A**.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

3. This case arises out of wage and hour violations by Defendant Janra Enterprises, Inc. (“Defendant”), a company operating retail stores within California, against its non-exempt hourly employees who worked in California from August 29, 2019 to February 28, 2026.¹ Plaintiff worked for Defendant in 2022 as a sales associate and shift supervisor, and worked within California during the class period.

4. On May 5, 2023, Plaintiff served a Private Attorneys General Act (PAGA) letter, alleging various Labor Code violations, including, among other things, failure to pay all wages, failure to provide meal and rest periods, paystub and waiting time penalties. A true and correct copy of Plaintiff's PAGA letter served on May 5, 2023 is attached hereto as **Exhibit B**.

5. Thereafter, on August 29, 2023, Plaintiff filed a class action and PAGA Complaint against Defendant in the Sacramento Superior Court, alleging similar claims. Thereafter, Plaintiff filed the operative First Amended Complaint on March 26, 2026. A true and correct copy of Plaintiff's First Amended Complaint is attached hereto as **Exhibit C**.

¹ The Settlement defines the end of the class period through preliminary approval, but based on this Court's Checklist for Approval of Class Actions requesting that counsel finalize the end date of the class period, the parties have jointly agreed to an end date of February 28, 2026. Defense counsel does not believe the escalator clause will be triggered, but the parties will have an update for the Court at the hearing of this matter.

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7. Thereafter, Plaintiff served formal discovery, including serving document requests and interrogatories, and engaged in the *Belaire-West* notice process. Defendant also served discovery on Plaintiff, including interrogatories and document requests. After these rounds of formal discovery, the parties exchanged informal discovery, in order to evaluate the class and PAGA claims.

9. Next, Class Counsel and their retained expert analyzed the payroll and related wage data and created a damages model for the various claims alleged in the case. Based upon the analysis of the time records and payroll data, Class Counsel was able to calculate damage estimates on a class-wide basis. Before entering into any settlement, Class Counsel assessed the risks associated with each of the claims meriting reductions in the likely recovery at trial. As such, Class Counsel fully understood the strengths and weaknesses of the claims before the Parties reached a settlement.

11. The class members entitled to the settlement fund include all non-exempt current and former employees who worked in California for Defendant from August 29, 2019 to

February 28, 2026. There are approximately 66 class members according to Defendant's employment records.

12. The settlement fund is all in (except for the employer's share of payroll taxes, which Defendant shall pay in addition to the \$70,000 settlement), there is no claim form requirement, and no residual will revert to Defendant. Class members will be paid as long as they do not opt out of the settlement. If a Settlement Class Member opts out, their share of the Net Settlement Amount will be allocated to other members of the Settlement Class. In the event a class member does not negotiate (cash) his or her settlement check, the settlement administrator shall distribute the unclaimed funds to the California State Controller's Unclaimed Property Fund.

13. The payment to the Settlement Class Members will be characterized by eighty percent interest and penalties, and twenty percent wages. The class administrator will issue W-2 statements for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and interest.

14. Based upon Class Counsel's independent analysis and investigation in this matter, the Settlement Class will be compensated based on each member's respective number of workweeks worked during the Class Period. Defendant calculates that the total number of workweeks is 1,800. Based on the current estimations, Plaintiff estimates that each Workweek is worth approximately \$13.42. As such, each Class Member will receive approximately \$366.

15. Based on the settlement terms, there will be an approximate net settlement fund of **\$24,167**. In exchange for their payment, the class will release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in Action and Plaintiff's PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/ or other provisions of law as set forth in the Settlement Agreement at Paragraph 5.3. The named Plaintiff will, in addition to releasing claims alleged in the lawsuit, give a general release of all claims pursuant to Civil Code section 1542 as set forth in Section 5.1 and 5.2.

1 16. The parties further agree to appoint an experienced claims administrator, Xpand
2 Legal Consulting, LLC (“Xpand”) to prepare and send notice to the class, receive and process
3 objections, and prepare and mail settlement checks to Settlement Class Members. The parties
4 requested bids from several proposed administrators, whose bids were comparable or higher than
5 Xpand’s. Xpand has security procedures in place, and is experienced in handling the settlement
6 administration of like cases. Xpand will conduct skip-tracing for any Settlement Class Member
7 whose addresses cannot be found. (*See generally Exhibit D* hereto).

8 17. The all-in settlement fund will also include all of the attorneys’ fees and costs
9 allowed by this Court. The attorneys’ fees shall not exceed one-third of the \$70,000.00
10 settlement fund, or \$23,333.00. Defendant will also pay class counsel’s costs, not to exceed
11 \$10,000, as well as settlement administration costs not to exceed \$5,000.00, out of the common
12 fund.

13 18. The PAGA allocation of the settlement is \$2,500.00, of which \$1,875.00 (75%)
14 will be distributed to the Labor Workforce and Development Agency (LWDA), with the
15 remaining portion - \$625.00 (25%) - going to PAGA Members (all allegedly aggrieved persons
16 who worked for Defendant at any time from May 5, 2022 through February 28, 2026).

17 19. The settlement also includes Plaintiff’s class representative enhancement. Based
18 on Plaintiff’s work in connection with this case, including connecting Class Counsel with other
19 witnesses, meeting and conferring with Class Counsel regarding legal strategies, and assisting
20 with developing the claims and theories in this case, Plaintiff seeks \$5,000.00.

21 20. In summary, the settlement fund is allocated as follows:

22 (1) A net settlement fund of approximately \$24,167.00.

23 (2) Attorney’s fees and costs: Up to one-third of the gross settlement, i.e., \$23,333.00
24 in attorneys’ fees and not to exceed \$10,000.00 in costs.

25 (3) Settlement administrator expenses of \$5,000.00.

26 (4) PAGA payment to the LWDA: \$2,500.00, and \$625.00 for individual PAGA
27 payments.

28 (5) Class representative enhancement of \$5,000.

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Pursuant to *Kullar v. Footlocker Retail Inc.*, 168 Cal. App 4th 116, 118 and *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794, the following describes the settlement's reasonableness. Plaintiff recognizes the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of denial of motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation.

a. **Unpaid Wages/Regular Rate of Pay Claim:** Plaintiff's unpaid wages claim was premised on the theory that Defendant failed to pay off-the-clock hours, as well as failing to pay Class Members' regular rates of pay because it did not include bonuses and related incentive payments into the regular rates of pay. For instance, Plaintiff contends that Defendant fails to incorporate employees' bonuses earned by the class members. It is undisputed that such amounts must be added to an employees' compensation when calculating the regular rate. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 869 (2021) (a bonus earned for weekend work . . . was "part of an employee's overall compensation package, and therefore ... its per-hour value

1 must be determined so that the employee's regular rate of pay — and, derivatively, the
2 employee's overtime pay rate — reflects all the various forms of regular compensation that the
3 employee earned in the relevant pay period”).

4 Plaintiff further alleges that Defendant fails to pay all wages because Plaintiff and other
5 class members are forced to work off-the-clock hours prior to and after their shifts with time
6 spent opening and closing the store after their shifts, and receiving and responding to work calls
7 and text messages regarding scheduling prior to and after their shifts. Off-the-clock time is
8 compensable when an employer knows or should have known the employees are working off-
9 the-clock time. *See Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 585 (2000).

10 Plaintiff retained an expert who calculated Defendant’s maximum exposure by
11 calculating the amount of approximate off-the-clock damages, assuming 15 minutes of off-the-
12 clock time worked per shift, as well as unpaid overtime in each pay period to each employee.
13 After reviewing the records, Plaintiff’s expert calculated approximately \$42,000 in underpaid
14 wages due to the failure to the unpaid wage theories set forth above. However, Defendant could
15 defeat this claim by showing that no off-the-clock time was worked, and the bonuses were non-
16 discretionary, and the claim could not be certified because it only paid bonuses to certain
17 employees. As such, Plaintiff’s counsel believed that there was a 20% chance of success on the
18 merits at trial, rendering the claim worth approximately **\$8,400**.

19 **b. Meal Period Claim:** Plaintiff contends that Defendant failed to provide Plaintiff
20 and class members with a duty-free 30-minute meal period for every five hours of work as is
21 required by Labor Code § 512 and the applicable IWC Wage Order(s) and in violation of *Brinker*
22 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). Failure to provide a meal in
23 accordance with the applicable Wage Order(s) results in payment by the employer of one
24 additional hour of pay at the employee’s regular rate of pay for each workday that the rest or
25 meal period is not provided. (Labor Code § 226.7.)

26 In *Brinker, supra*, the California Supreme Court held that “under ... Labor Code § 512,
27 subdivision (a), an employer must relieve the employee of all duty for the designated period, but
28 need not ensure that the employee does no work” during the meal period. *Id.* at 1034. However,

1 “...an employer may not undermine a formal policy of providing meal breaks by pressuring
2 employees to perform their duties in ways that omit breaks. *Cicairos v. Summit Logistics, Inc.*,
3 133 Cal.App.4th 949, 962–63 (2005); *see also Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th
4 1286, 1304–05 (2010) [proof of common scheduling policy that made taking breaks extremely
5 difficult would show violation]; *Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625, 638
6 (S.D.Cal.2010) [indicating informal anti-meal-break policy "enforced through 'ridicule' or
7 'reprimand'" would be illegal].) Defendant also cannot create “incentives to forego, or otherwise
8 encourage[] the skipping of legally protected breaks.” *Brinker, supra*, 53 Cal.4th at 1040.

9 Moreover, when time records show short, missed, and late meal periods, there is a
10 presumption that an employer violated California’s meal period requirements. *See Donohue v.*
11 *AMN Services, LLC*, 11 Cal.5th 58, 78 (2021) (“If time records show noncompliant meal periods,
12 then a rebuttable presumption of liability arises.”)

13 Plaintiff’s meal period claim was premised on the theories that Defendant did not timely
14 provide first meal periods, did not provide first and second meal periods, and required Class
15 Members to remain at work during meal periods. Plaintiff contends that the late meal periods
16 could probably be certified as an illegal policy and practice affecting approximately 33% of all
17 6,558 meal periods as calculated by Plaintiff’s expert. If proven, the exposure could be as high as
18 \$40,000 as calculated by Plaintiff’s expert. Defendant argued that any late or missed meal
19 periods were the choice of Class Members, and therefore Defendant has no liability for such
20 alleged violations. Plaintiff believed this claim had a 50% chance at recovery, resulting in a
21 realistic exposure of **\$20,000**.

22 **c. Rest Period Claim:** Section 12(A) of the IWC Wage Order(s) states: “Every
23 employer shall authorize and permit all employees to take rest periods, which insofar as
24 practicable shall be in the middle of each work period. The authorized rest period time shall be
25 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
26 hours or major fraction thereof. However, a rest period need not be authorized for employees
27 whose total daily work time is less than three and one-half (3½) hours. Authorized rest period
28 time shall be counted as hours worked for which there shall be no deduction from wages.”

1 Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
2 employee a rest period in accordance with the applicable provisions of this order, the employer
3 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
4 workday that the rest period is not provided.” Moreover, during rest periods, “employees must
5 not only be relieved of work duties, but also be freed from employer control over how they spend
6 their time.” *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an
7 employer adopts common policies that prevent employees from taking their rest breaks, it presents
8 a common factual issue by which liability may follow. *See Jaimez v. Daiohs USA, Inc.*, 181
9 Cal.App.4th 1286, 1304 (2010). Indeed, “[t]he wage orders and governing statute do not
10 countenance an employer’s exerting coercion against the taking of, creating incentives to forego,
11 or otherwise encouraging the skipping of legally protected breaks.” *Brinker, supra*, 53 Cal.4th at
12 1040.

13 Plaintiff’s rest break claim was premised on the theory that Defendant failed to provide
14 Class Members with uninterrupted rest breaks because they were required to remain on call
15 because Defendant’s retail stores were understaffed, and Class Members were frequently
16 interrupted and/or on-call during their rest periods. Moreover, on days when Class Members
17 worked at least 6 hours, they were only provided one rest period, which is a violation of *Brinker*
18 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). Plaintiff’s counsel liberally
19 assumed that there was a 100% violation rate for all 7,965 shifts of 3.5 hours or more in length,
20 which would have entitled Class Members to at least one rest break. Using the average rate of
21 pay, the expert retained by Plaintiff’s Counsel analyzed Defendant’s data and estimated that the
22 claim was worth approximately \$148,000. However, given that rest breaks are unrecorded it
23 would require testimony from Class Members to support this claim. Defendant also likely would
24 have obtained opposing declarations stating rest breaks were adequately taken or voluntarily
25 waived, significantly decreasing the likelihood of class certification. (*Id.*; see also, e.g., *Rai v.*
26 *CVS Caremark Corp.* (C.D. Cal. Oct. 11, 2013) 2013 U.S. Dist. LEXIS 177730 (denying
27 certification of rest break claims where competing testimony regarding actual practice meant
28 adjudication would involve predominantly individual issues); *Gonzalez v. OfficeMax North Am.*

(C.D. Cal. Nov. 5, 2012) 2012 U.S. Dist. LEXIS 163853, at *9–12 (denying certification on predominance grounds where plaintiff offered no evidence that a uniform rest break policy was implemented uniformly).) Plaintiff believed that this claim could be hard to certify, and Plaintiff’s Counsel believed this claim had a 20% chance at recovery, resulting in a realistic exposure of **\$29,600**.

d. Failure to Reimburse Claim: Labor Code section 2802 provides, in pertinent part: “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. . .” The purpose of section 2802 is “to prevent employers from passing their operating expenses on to their employees.” *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 562 (2007).

Plaintiff and other class members contend that they were forced to often use their personal cell phones to communicate with supervisors and managers about work related matters and to respond to work calls, but Defendant failed and refused to reimburse Plaintiff and the class members for the necessary and reasonable expenses for the use of their cell phones. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014) (finding that reimbursement for personal cell phone usage required when mandatory for performing one’s job). As such, reasonable reimbursement was required.

Plaintiff’s failure to reimburse claim was premised on the theory that Defendant failed and refused to reimburse Class Members for cell phone expenses despite Defendant’s frequent call and text messaging to their personal cell phones during and after work hours. Plaintiff liberally assumed that employees spent about \$50 each month for cell phone usage. Plaintiff’s expert calculated that the failure to reimburse claim was potentially worth approximately \$27,000. However, Defendant argued it only communicated with Class Members through work phones, and Defendant never required any of the Class Members to use their personal cell phones for work purposes. As such, Plaintiff’s counsel estimated that there would be a 10% chance of succeeding at trial, resulting in a value of around **\$2,700**.

e. Waiting Time and Wage Statement Penalties: Plaintiff’s Counsel considered

1 the arguable presence of various derivative penalties, and weighed the potential recoveries
2 against probable defenses. Specifically, Defendant could defeat these claims if Plaintiff could not
3 prove the “willful” prong needed to obtain waiting time penalties under Labor Code § 203. For
4 instance, willfulness does not exist if there is a "good faith dispute," in fact or law that wages
5 were due, even if the employer's reasoning ultimately proves incorrect. *Amaral v. Cintas Corp.*
6 *No. 2* (2008) 163 Cal.App.4th 1157, 1204; 8 Cal. Code Regs. § 13520 ("A 'good faith dispute'
7 that any wages are due occurs when an employer presents a defense, based in law or fact which,
8 if successful, would preclude any recover on the part of the employee. The fact that a defense is
9 ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.")

10 As to the paystub penalties, Plaintiff discounted this claim to the extent that Plaintiff
11 could not show that Class Members suffered an “injury” as a result of wage statement violations,
12 as required by Labor Code § 226 or that Defendant presented a “good faith” dispute as to any
13 alleged violation. *See Hurst v. Buczek Enters., LLC* (N.D. Cal. 2012) 870 F.Supp.2d 810, 829
14 (no section 226 violation where the employer "makes a good faith claim" in its defense); *see also*
15 *Harris v. Vector Mktg. Corp.* (2009) 656 F.Supp.2d 1128, 1146 (N.D. Cal. 2009) (the "employer
16 did not knowingly and intentionally fail to provide itemized wage statements" where there was a
17 "good faith dispute").

18 Plaintiff’s expert calculated the total waiting time penalties by multiplying the number of
19 terminated employees (45) by the average hourly rate of pay (\$15.28) by the average number of
20 hours worked by class members during a 30 day period (186). This equates to a total potential
21 waiting time penalty claim of approximately \$128,000. For the paystub penalties, Plaintiff’s
22 expert multiplied the total number of pay periods during the one year statute of limitations (905)
23 by the penalty amounts of \$50 for a first violation and \$100 for subsequent violations, and
24 arriving at a total exposure amount of approximately \$81,000. Plaintiff would not recover any of
25 these derivative penalties if she failed to prove the underlying claims. Based on the heightened
26 standard to prove these claims, Plaintiff discounted these claims assuming a 20% probability of
27 recovery on the merits for both claims, resulting in a realistic value of approximately **\$25,600** for
28 the waiting time claim and around **\$16,200** for the wage statement claim.

1 **f. PAGA Claim:** The PAGA is valued at \$180,000 (1800 pay periods x \$100
2 penalties). However, to recover that amount, Plaintiff would have to prove a violation in every
3 pay period. Most importantly, the Court would have discretion to reduce the PAGA award based
4 on whether the amount of the award would be “unjust, arbitrary and oppressive, or confiscatory.”
5 Lab. Code § 2699(e)(2). In theory, the Court could reduce the award by 99% if it so wished.
6 Plaintiff was doubtful she could recover all of the PAGA penalties, especially if a class judgment
7 was entered for the same violations. Accordingly, Plaintiff could not place a high value on the
8 PAGA penalties, believes the realistic settlement exposure is 5% of the total, or **\$9,000** and
9 therefore allocated \$2,500 of the Gross Settlement Amount to settle these claims, or
10 approximately 27.7% of the realistic exposure. (*Id.*; see also *Hopson v. Hanesbrands Inc.* (N.D.
11 Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900 at *24 (finding amount of PAGA penalties
12 reasonable where the amounts are negotiated in good faith and “there is no indication that [the]
13 amount was the result of self-interest at the expense of other Class Members”); *Nordstrom*
14 *Comm’n Cases* (2010) 186 Cal.App.4th 576, 579 (“trial court did not abuse its discretion in
15 approving a settlement which does not allocate any damages to the PAGA claims”).)

16 **g. Total Damage Exposure²**

17 Plaintiff believes that the \$70,000 settlement achieved in this case is good for the class
18 members. Based upon a reasonable exposure value of \$111,500, the settlement represents
19 approximately 63% of that total value. Given the many defenses raised, the uncertainty of the
20 certifiability of any class, and the risks of going to trial, Class Counsel believe this settlement is a
21 good result for all of the class members.

22 **NUMEROSITY AND ASCERTAINABILITY**

23 22. Based on payroll and other employment records, Defendant has identified
24 approximately 66 employees who fit within the class, who worked 1,800 workweeks. As such,

25 ² The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair
26 Competition claim is based upon the wage and hour violations, and adds an extra year of
27 damages, and is included within the above analysis.

1 the Class is ascertainable based on Defendant's employment records and are numerous under any
2 legal standard, therefore satisfying the numerosity requirements in California pursuant to
3 California Code of Civil Procedure §382.

4 23. The Class is defined as follows:

5 All current and former non-exempt employees who have performed work in the state of
6 California for Defendant during the period beginning from August 29, 2019 to February 28,
7 2026.

8 COMMONALITY

9 24. Common questions of law and fact predominate in this case because the main
10 issues involve the legality of Defendant's policies regarding the failure to pay all wages due to its
11 failure to pay all hours worked, including the proper regular rate of pay for all hours, failure to
12 provide all legally compliant off duty and uninterrupted meal periods, the failure to provide all
13 legally compliant off duty and uninterrupted paid rest periods, failure to timely furnish accurate
14 itemized wage statements, failure to timely pay all former employees all wages owed, and failure
15 to reimburse employees for their reasonable and necessary expenses.

16 25. Plaintiff contends that these are all pay policy questions that are uniform and can
17 be proven by common objective evidence. The evidence to support these claims consists of pay
18 policies, payroll records, time records and pay stubs given to all Class Members. No other
19 affirmative duties are placed on the Class Members, and no other affirmative duties, aside from
20 drafting and filing the approval motions, are placed on Class Counsel.

21 TYPICALITY AND ADEQUACY

22 26. The claims of the Plaintiff are typical of the Class Members. The proposed Class
23 Representative is adequate because she will adequately and fairly represent the Class and will not
24 place her interests above any Member of the Class. The Class Representative worked for the
25 Defendant in the state of California during the relevant time period and, therefore, worked under
26 the same policies and procedures and was paid according to the same pay plans for the entire
27 period, as all other Class Members.
28

ATTORNEY COMPETENCE IN CLASS ACTIONS

27. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

- a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058
- b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701
- c. *Casserly v. Randstad US, L.P., et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)
- d. *Crilly v. Micro Electronics, Inc.*
Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC
- e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
Orange County Superior Court, No.: 30:2013-00649600-DU-OE-CXC
- f. *Holsted et al. v. R.J. Noble Company et. al.*
Orange County Superior Court, No.: 30:2010-00379770-CU-OE-CXC
- g. *Piggue v. Chief Protective Services, Inc.*
Orange County Superior Court, No.: 30-2013-00688107-CU-OE-CXC
- h. *Walsh v. Pacific Bell Telephone Company*
Orange County Superior Court, No.: 30-2011-00498062-CU-OE-CXC
- i. *Woods v. JFK Memorial Hospital*
Riverside County Superior Court, No.: INC 1205209
- j. *Ramirez et. al v. Titan Insurance of New Mexico*
Riverside County Superior Court, No.: RIC1211890
- k. *DeSantos v. Jaco Oil Company, et al.*
U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT
- l. *Duran v. Big 5 Corp.*
Los Angeles Superior Court, Case No. BC557154

- m. *Sheahan v. Celtic Leasing Corporation, Inc.*
Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC
- n. *Panasis v. Control4 Corporation*
United States District Court, Central District of California
Case No. SACV-16-1179-DOC
- o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
United States District Court, Western District of Washington
Case No. C12-2184 TSZ
- p. *Matthews v. Whelan Security of California, Inc.*
Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC
- q. *Rodriguez v. R.J. Noble Company (Navarro/Kles),*
Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC
- r. *Wang v. Fountain Valley Regional Hospital*
Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC
- s. *Skerrl v. Sutter Bay Hospitals*
San Mateo Superior Court, No. 21-CIV-02057

28. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming a lawyer in 1998, my practice has focused on complex litigation matters, and for the last decade, complex employment law and wage and hour matters.

29. I am a member of the California State Bar, the Orange County Bar Association, and Los Angeles County Bar Association. I have an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 28+ year career, I have handled many successful employment law matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases, the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries in several class action lawsuits and other lawsuits involving complex legal and factual issues. In 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which settled for

1 \$16,800,000. Recently, in October 2023, I was also co-lead counsel in *Skerl v. Sutter Bay*
2 *Hospitals*, in which final approval was granted for a \$12,000,000 settlement for health care
3 workers. I have also been involved in many other million and multi-million dollar verdicts and
4 settlements over the years.

5 **CLASS ENHANCEMENT AND ATTORNEYS' FEES, COSTS AND EXPENSES**

6 30. Plaintiff has assisted Class Counsel in their investigation by corresponding with
7 Class Counsel to answer questions about her employment, as well as the working conditions of
8 other employees. Plaintiff also spent many hours conferring with Class Counsel both prior to
9 and after initiating this litigation, assisted Class Counsel with interpreting the formal and
10 informal discovery produced by Defendant, was available during the mediation to discuss the
11 facts and claims alleged in this case, and produced payroll and other employment records to
12 assist Class Counsel in pursuing the claims in this case. None of the other 66 Class Members had
13 shown any interest in bearing the expense and burden of litigating their own claims.

14 31. Plaintiff also has placed her reputation at stake by asserting an action against her
15 employer, which may impact her ability to find employment in the near and distant future. This is
16 especially true where records of this action and Plaintiff's involvement in this action are freely
17 available online and can be discovered by future potential employers. Plaintiff has not entered
18 into any other agreements with Defendant, aside from this Settlement and her release of claims.
19 The negotiations were adversarial, conducted at arm's-length, and tempered by the efforts of both
20 sides to serve the interests of their clients. Based on the above, and the Declaration of the Class
21 Representative Chrystal Craigo filed concurrently, the requested service payment of \$5,000 is
22 appropriate and justified.

23 32. Plaintiff also intends to request attorneys' fees not to exceed one-third of the
24 settlement, and reimbursement of costs not to exceed \$10,000. Class Counsel have achieved a
25 very good result, and believe that the percentage requested is fair and appropriate in this case,
26 and all of the costs requested assisted in the prosecution of this case. Class Counsel performed
27 significant work and expended litigation costs in prosecuting the matter with no guarantee of any
28

1 payment. Class Counsel will submit detailed declarations and attorneys' bills and costs with the
2 motion for final approval. Thus far, Class Counsel has incurred close to \$9,000 in costs,
3 including \$4,300 in mediation fees, \$1,800 in expert fees, and close to \$1,900 in filing and
4 service expenses. Class Counsel expects to incur additional filing and service costs in no more
5 than \$1,000 for the remainder of the case. Class Counsel also have a written fee splitting
6 agreement, and Plaintiff has provided written approval for this fee split.

7 33. Additionally, Plaintiff will request that the Settlement Administrator, Xpand, be
8 paid no more than \$5,000 to administer the settlement. Attached as **Exhibit D** is a true and
9 correct copy of Xpand's not to exceed quote to administer this case.

10 34. I have read and analyzed the Court's preliminary approval checklist and have
11 drafted this Motion, the Settlement, and all related documents to comply with the Court's
12 requirements.

13 35. My office is unaware of any other pending litigation against Defendant, aside
14 from this action. On April 1, 2026, I researched whether any additional PAGA filings were
15 submitted to the Labor and Workplace Development Agency against Defendant, and found no
16 other PAGA filings aside from those filed by Plaintiff.

17 **TRANSMITTING THE NOTICE OF SETTLEMENT**

18 36. In my opinion, the best and most practicable method to notify class members is by
19 mail, as all members of the Class were at one time employed by Defendant and worked in
20 California. For current employees of Defendant who are class members, Defendant has current
21 addresses. I am also informed and believe that Defendant maintains last known addresses for all
22 of their former employees, so mailing the notices is preferable to some other method. In the
23 event former employees are no longer at the addresses maintained by Defendant, Xpand will
24 engage in skip tracing to track down their current addresses. In the unlikely event that any
25 member of the Class does not have a verifiable address or cannot be located after skip tracing,
26 any amounts due to go to that member will go to the State of California, State Controller's
27 Office, so that class members can claim his or her settlement funds at a later time.

37. Concurrently with the filing of this Motion, Plaintiff has also transmitted all papers filed with this Court to the Labor Workforce and Development Agency/Department of Industrial Relations, by online submission, at its website located at <https://dir.govfa.net/315>.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on April 1, 2026, at Irvine, California.

//Aaron A. Bartz//
Aaron A. Bartz

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Chrystal Craigo (“Plaintiff”) and Defendant Janra Enterprises, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Chrystal Craigo v. Janra Enterprises, Inc.*, Case No. 23CV007642, filed in the Sacramento Superior Court.
- 1.2. “Administrator” means Xpand Legal Consulting, LLC (“Xpand”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who have worked in California for Defendant at any time from May 5, 2022 through the date of preliminary approval whether or not the Aggrieved Employee opts out of the class settlement, and represented by the Plaintiff and the State of California Labor and Workforce Development Agency.
- 1.5. “Class” means all non-exempt current and former employees who worked in California for Defendant during the Class Period.
- 1.6. “Class Counsel” means Bartz Law Group, APC and United Employees Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee), during the Class Period.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, without material variation, attached as Exhibit A and

incorporated by reference into this Agreement.

- 1.12. "Class Period" means the period from August 29, 2019 through the date of preliminary approval.
- 1.13. "Class Representative" means the named Plaintiff Chrystal Craigo, seeking Court approval to serve as a Class Representative.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Sacramento.
- 1.16. "Defendant" means named Janra Enterprises, Inc.
- 1.17. "Defense Counsel" means Devon Lyon and Matthew Perez of Lyon Legal, P.C.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means Seventy Thousand Dollars (\$70,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. "Judgment" means the judgment approved by Defense Counsel and entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA

under Labor Code section 2699, subd. (i).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from May 5, 2022 through the date of preliminary approval.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s May 5, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties under, among other things, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1198.5, 2699, and 2802.
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$2,500.00), allocated 25% to the Aggrieved Employees (\$625.00) and 75% to LWDA (\$1,875.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Chrystal Craigo, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.
- 1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or

(b) fax, email, or mail his or her Objection to the Settlement.

- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. Plaintiffs Dazjana Reed and Chrystal Craigo filed the Action on August 29, 2023, and thereafter filed a First Amended Complaint on _____, substituting out Dazjana Reed as a class representative, and alleging causes of action against Defendant for Violation of Business and Professions Code section 17200, Failure to Pay Wages including Minimum and Overtime Wages, Failure to Maintain Accurate Payroll Records, Waiting Time Penalties, Failure to Provide and Maintain Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Reimburse Expenses, and Violation of the PAGA. Defendant denies the allegations alleged in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On September 5, 2025, the Parties participated in an all-day mediation presided over by experienced wage and hour mediator Stephen McAvoy, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll records of Defendant, policy documents, and other information and data sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay Seventy Thousand Dollars (\$70,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all applicable employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant agrees to pay the Gross Settlement Amount, which is the total and all-inclusive amount that Defendant will be obligated to pay under the Settlement embodied by this Agreement. Except as set forth in Paragraph 9, under no circumstances shall the Settlement sum exceed the sum of \$70,000.00, inclusive of class payments, PAGA penalties, and attorney fees and costs. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and

deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.3. To Plaintiff: Class Representative Service Payment to the Class Representative in an amount not to exceed Five Thousand Dollars (\$5,000.00), in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for Class Representative Service Payments that do not exceed the above amounts. If the Court approves Class Representative Service Payments less than the amount requested, the remainder shall be allocated to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.4. To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be Twenty-Three Thousand Three Hundred Thirty Three Dollars (\$23,333.00) and a Class Counsel Litigation Expenses Payment of not more than Ten Thousand Dollars (\$10,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.
- 3.5. To the Administrator: An Administrator Expenses Payment not to exceed Five Thousand Dollars (\$5,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will allocate the remainder in the Net Settlement Amount.
- 3.6. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.6.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.6.2. Effect of Non-Participating Class Members on Calculation of Individual

Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

- 3.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to be paid from the Gross Settlement Amount, with 75% (\$1,875.00) allocated to the LWDA PAGA Payment and 25% (\$625.00) allocated to the Individual PAGA Payments.

3.7.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$625.00 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.

3.7.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 66 Class Members who collectively worked a total of 1,800 Workweeks from August 29, 2019 through September 5, 2025.

- 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, 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 Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount within ten (10) days of the Effective Date. Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes. All such funds shall be transmitted to the Administrator in accordance with the above schedule.

- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the entire Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA

Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, transmit the funds represented by such checks to California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff fully releases and forever discharges Defendant and the Released Parties from any and all claims, causes of action, damages, wages, benefits,

expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiff's employment by Defendant or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiff's employment or termination thereof with Defendant taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.3. Released Class Claims By Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay

wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

5.3.1. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, the State of California and Plaintiff shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released, and discharged Released Parties from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; and operative procedures for protecting the security of Class Data, and other documents reasonable and necessary to secure approval of the Settlement.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, proposed Judgment, and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.4. Plaintiff's Counsel shall submit a copy of the proposed settlement to the LWDA at the same time that it is submitted to the Court pursuant to California Labor Code section 2699(s)(2). Additionally, Plaintiff's Counsel shall submit a copy of the court's order granting the motion for final approval and Judgment to the LWDA within ten (10) days after entry of the order or Judgment pursuant to California Labor Code section 2699(s)(3).

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Xpand to serve as the Administrator and verified that, as a condition of appointment, Xpand 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.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. 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.
- 7.4. Notice to Class Members.
 - 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3. Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 7.5. Requests for Exclusion (Opt-Outs).
- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
 - 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
 - 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Court will have the final authority in the event that challenges from Class Members remain unresolved.
- 7.7. Objections to Settlement.
- 7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice. Not later than 5 days after the expiration of the deadline for submitting Objections, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Objections; and (b) copies of all Objections submitted (whether valid or invalid).
- 7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8. 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.
- 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of

interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge, unless the Court determines otherwise.
- 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class 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 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval and proposed Judgment.

- 8.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 8.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 8.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement or later revisions or amendments thereto, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or

appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant represents that there are approximately 66 Class Members who collectively worked a total of 1,800 Workweeks from August 29, 2019 through September 5, 2025. If the number of Workweeks worked by the Class Members during the Class Period is greater than 10% above that estimated by Defendant (i.e. 1,980), then Defendant will have the option to either pay a proportional amount in addition to the Gross Settlement Amount for each additional workweek that exceeds the 10% above 1,800 workweeks, or to stop the Class Period at the point at which the number of Workweeks is no more than 10% above 1,800 Workweeks.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

- 11.1. No Admission of Liability, Class Certification 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 Action have 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 Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the 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).

- 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant

and Defense Counsel separately agree that, until the Motion for Preliminary 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.

- 11.3. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class 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 Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to 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 a mediator and/or the Court for resolution.
- 11.8. 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 any portion of any liability, Claim,

demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.10. 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.
- 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.12. 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.
- 11.13. 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.
- 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 11.16. 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.
- 11.17. 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.
- 11.18. 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:

Bartz Law Group APC
5151 California Ave., Suite 100
Irvine, CA 92617
Attn: Aaron A. Bartz

aaron@bartzlawgroup.com

To Defendant:

Lyon Legal, P.C.
1154 E. Wardlow Rd.
Long Beach, CA 90807
Attn: Devon Lyon/Matthew Perez
d.lyon@lyon-legal.com/m.perez@lyon-legal.com

- 11.19. 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.
- 11.20. 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. 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.
- 11.21. No Additional Contribution by Defendant. Defendant's monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendant shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of Claims and, issuance of the final order and Judgment) provided in this Agreement or to fully and finally settle and resolve the class action claims, individual claims, and PAGA claims.
- Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.
- 11.22. Taxes. Plaintiff and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendant or the Released Parties in this regard. Plaintiff and Plaintiff's Counsel shall cooperate with Defendant and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiff and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.
- 11.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be

construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

“PLAINTIFF”

DATED: 3/20/2026, 2026

By:  Signed by:
95BA6AD602F240F...
Chrystal Craig, an individual

“DEFENDANT”

DATED: 3.26.26, 2026

By: 
Janra Enterprises, Inc.
By:
Its:

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Chrystal Craigo v. Janra Enterprises, Inc.

Sacramento County Superior Court, Case No. 23CV007642

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Janra Enterprises, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee Chrystal Craigo (“Plaintiff”) and seeks payment of (1) past due wages and other relief for a class of all current and former employees (“Class Members”) who worked for Defendant during the Class Period (August 29, 2019 to February 28, 2026); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former employees who worked for Defendant during the PAGA Period (May 5, 2022 to February 28, 2026) (“Aggrieved Employees”).

Defendant denies these allegations and maintains that it complied with the law at all times. Defendant believes that Plaintiff’s claims are without merit.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_(less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked __ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to

Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section D of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Bartz Law Group APC and United Employees Law Group PC (“Class Counsel.”) Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a

proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay Seventy Thousand Dollars (\$70,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement no later than 10 days after the Judgment is entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to Twenty-Three Thousand Three Hundred Thirty Three Dollars (\$23,333.00) (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to Ten Thousand Dollars (\$10,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to Five Thousand Dollars (\$5,000.00) to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payments and any Individual PAGA Payments.
 - c. Up to Five Thousand Dollars (\$5,000.00) to the Administrator for services administering the Settlement.
 - d. Up to Two Thousand Five Hundred (\$2,500.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$1,875.00) and 25% in Individual PAGA Payments (\$625.00) to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the

right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller’s Unclaimed Property Fund in the name of the Class Member.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **DATE1**, that you wish to opt-out. In order to opt-out of the Settlement, you should set forth your name, present address, telephone number, and request exclusion from the settlement to the Administrator by the date set forth above. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the

Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, **[INSERT]** (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section I of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all Claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims

against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related persons and entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, the State of California and Plaintiff shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released and discharged Defendant and Released Persons from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and those based solely upon the facts alleged in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$625 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **[DATE]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section I** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on

your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____, at _____. Objections must be postmarked no later than _____. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this deadline.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on DATE at TIME in Department 23, of the Sacramento Superior Court, located at 720 9th Street, Sacramento, California 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel,

Plaintiff, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom or phone.

Please see Zoom instructions below:

To join by Zoom Link <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>

To join by phone, dial (833) 568-8864, and enter the Meeting ID: 16108301121

Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

I. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Xpand Legal Consulting, LLC's website at [REDACTED] (url). For the precise terms and conditions of the settlement, you can also consult the Superior Court website by going to (<https://services.saccourt.ca.gov/PublicCaseAccess/>) and entering the Case Number for the Action, Case No. 23CV007642. You may also call or email class counsel using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Aaron A. Bartz, Esq.
aaron@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
whaines@uelglaw.com
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354

West Hollywood, CA 90069
Telephone: (562) 256-1047

Settlement

Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

BARTZ LAW GROUP, APC

5151 California Ave., Suite 100

Irvine, California 92617

(949) 504-4413

aaron@bartzlawgroup.com

May 5, 2023

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Janra Enterprises, Inc.
c/o LegalInc Registered Agents, Inc.
Agent for Service of Process
Four Embarcadero Center, Suite 1400 #85
San Francisco, CA 94111

Re: *Dazjana Reed v Janra Enterprises, Inc.*

Dear PAGA Administrator:

Please be advised that the law firms of Bartz Law Group, APC and United Employees Law Group represent Dazjana Reed, and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment with Janra Enterprises, Inc. ("Employer").

The Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer owns and operates retail stores in California. Plaintiff Reed was employed as a non-exempt employee by Employer until April 2023. Plaintiffs have worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Reed.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Reed and all other aggrieved employees all wages that they are owed, including minimum wages and overtime compensation, based upon Employer's policy and practice of not paying for all hours worked. For example, Plaintiffs would be required to perform off the clock work without compensation, before and after their scheduled shifts to complete their work for Employer, without compensation. Plaintiffs also received company texts and phone calls on their personal cell phones after hours, and were expected to and did respond to

such texts and phone calls to address company business, all without compensation. Moreover, Plaintiffs were entitled to non-discretionary bonuses, commissions and other compensation as part of their pay, but Employer failed to calculate properly the regular rate of pay when calculating overtime. That is, Employers fail to properly calculate the regular rate of pay for Plaintiffs who are paid hourly wages plus other non-discretionary compensation. As a result of failing to calculate the regular rate properly, the overtime premium rate is not calculated properly such that the Employers do not pay the full 1.5 premium for overtime hours and do not pay the full 2 times premium when calculating the double time premium. Employer's failure to pay all minimum wages and overtime compensation violates Labor Code §§ 510 and 1194.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to continue working through their meal periods, even when Employer coerces Plaintiffs to clock out, without getting paid. Moreover, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer's stores were short-staffed, such that Plaintiffs were not able to take duty-free meal periods. Plaintiffs frequently have to work through their meal periods, and even when getting their meal periods, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Plaintiff Reed and all other aggrieved employees were either not authorized or permitted to take their rest breaks. By the nature of Plaintiff Reed's and other aggrieved employees' job duties, moreover, Plaintiffs were always on call during their shifts, and not allowed to take their rest periods, and could not leave their work areas to take their rest periods. Employer also coerced Plaintiffs not to take legally mandated rest periods by criticizing, disciplining and/or reprimanding employees who attempted to take legally mandated rest periods; under-staffing Employer's stores such that Plaintiffs were unable to take duty-free rest periods; and constantly pressuring Plaintiffs to remain available at all times during their shifts. As such, Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, failed to provide a second duty-free rest period of 10 minutes for shifts between 6-10 hours, and so on. As a result of Employer's lack of a rest break policy that complies with California law,

Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiff Reed and all other aggrieved employees one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for business purposes, but Employer failed and refused to reimburse Plaintiffs for such expenses.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, failing to identify the name of the legal entity that is the employer, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Reed and other aggrieved employees, is providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT C

Aaron A. Bartz (SBN 198722)
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Email: walter@uelglaw.com

Attorneys for Plaintiff CHRYSTAL CRAIGO and all others similarly situated

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

CHRYSTAL CRAIGO, an individual; on
behalf of themselves and all others similarly
situated and the general public,

Plaintiffs,

v.

JANRA ENTERPRISES, INC., a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

) Case No.: 23CV007642

) [Assigned for All Purposes to: The Hon. Jill H.
Talley, Dept. 23]

) CLASS ACTION

) **FIRST AMENDED COMPLAINT FOR:**

-) 1. Violation of B&PC §17200, et seq.
) 2. Violation of Labor Code §§ 204, 510, 1194 and
) 1198;
) 3. Violation of Labor Code §§ 200, et seq.;
) 4. Failure to Pay Meal and Rest Break Premiums
) at the Proper Regular Rate of Pay (Labor Code
) §226.7)
) 5. Failure to Provide & Maintain Accurate Wage
) Statements Pursuant to Labor Code §226;
) 6. Failure to Provide Meal Periods (Lab. Code
) §226.7);
) 7. Failure to Provide Rest Breaks (Lab. Code
) §226.7);
) 8. Failure to Reimburse Expenses (Lab. Code
) §2802);
) 9. Violation of Labor Code §§2698-2699 (PAGA).

) **DEMAND FOR JURY TRIAL**

1 Plaintiff CHRYSTAL CRAIGO, on behalf of herself and all other persons similarly
2 situated, and the general public (hereinafter, "Plaintiffs"), hereby complain against Defendant,
3 JANRA ENTERPRISES, INC., a California corporation ("Janra"); and DOES 1 to 100,
4 inclusive (hereinafter Janra and Does 1-100 are collectively referred to herein as
5 "Defendants"), and on information and belief allege as follows:

6 **GENERAL ALLEGATIONS**

7 **JURISDICTION**

8 1. This is a civil action seeking recovery of unpaid wages, waiting time penalties,
9 pay stub penalties and meal and rest period premiums under California Labor Code §§ 510,
10 1194 et seq., 201 et seq., 226 and 226.7. Plaintiffs bring an action for monetary damages for
11 failure to pay wages as well as for restitution for Defendants' violations of Business and
12 Professions Code (B&PC) §17200, et seq., including full restitution of all compensation
13 retained by Defendants as a result of their unlawful, fraudulent and unfair business practices.
14 Plaintiffs seek all available relief, including full restitution of all compensation retained by
15 Defendants as a result of their unlawful and unfair business practices. Further, Plaintiffs seek
16 injunctive relief under B&PC §17200, et seq.

17 **VENUE**

18 2. Venue as to each of the Defendants is proper in this judicial district pursuant to
19 California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts
20 complained of herein occurred in the County of Sacramento. Each defendant either owns,
21 maintains offices, transacts business, has an agent or agents within the County of Sacramento,
22 or otherwise is found within the County of Sacramento, and each defendant is within the
23 jurisdiction of this Court for purposes of service of process.

24 **PARTIES**

25 3. Plaintiff Chrystal Craigo ("Craigo") is an individual over the age of eighteen
26 (18). At all relevant times herein, Plaintiff Craigo worked for Defendants within the State of
27 California.
28

1 4. Plaintiffs are informed and believe and thereon allege that at all times
2 mentioned herein, defendant Janra is and was a California corporation.

3 5. Plaintiffs are informed and believe and thereon allege that at all times
4 mentioned herein, Defendant Janra was authorized to do business in the State of California,
5 County of Sacramento, and operating retail stores. Thus, each named defendant and DOES 1
6 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the Labor Code, as
7 hereinafter alleged.

8 6. Plaintiffs do not know the true names or capacities, whether individual,
9 partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that
10 reason, those defendants are sued under such fictitious names, and Plaintiffs will seek from
11 this Court leave to amend this Complaint when such true names and capacities are discovered.
12 Plaintiffs are informed and believe and thereon allege that each of the Defendants and each
13 fictitious defendant, whether individual, partners, or corporate, was responsible in some
14 manner for the circumstances alleged herein, and proximately caused Plaintiffs and all others
15 similarly situated hereinafter alleged and the general public to be subjected to the unlawful
16 employment practices, wrongs, injuries and damages complained of herein.

17 7. At all times herein mentioned, each of the Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore,
19 Defendants, and each of them, were the agents, servants, and employees of each and every
20 one of the other Defendants, as well as the agents of all Defendants, and at all times herein
21 mentioned were acting within the course and scope of said agency and employment. Plaintiffs
22 herein allege that Defendants and each of them is the joint employer of Plaintiffs and the
23 classes.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the
26 course and scope of and in pursuance of said joint venture, partnership, and common
27 enterprise.
28

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and damages alleged herein.

10. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the damages, as herein alleged.

11. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof. The California Superior Court also has jurisdiction in this matter because Plaintiffs and the putative classes herein worked within the State of California, and were subject to California's wage and hour laws.

PLAINTIFF CLASSES

12. The class representative Plaintiffs who worked in the position of an hourly non-exempt employees or other similar title while employed by Defendants within the State of California, is as follows:

a. Chrystal Craigo

Plaintiff Craig worked within California as a non-exempt employee in 2022.

13. At all times mentioned herein, Plaintiffs and the entirety of the hourly Class identified herein are current and former employees of Defendants who were not properly paid all their wages, including but not limited to, proper premium overtime, and/or double time due to Defendants' failure to properly calculate the regular rate and/or include all hours worked in a week to determine hours over eight (8) in a given day, or forty (40) in a week.

1 **CLASS ACTION ALLEGATIONS**

2 14. Plaintiffs bring this action on behalf of themselves and all others similarly
3 situated as a class action pursuant to CCP §382. The Classes which Plaintiffs seek to
4 represent are composed of and defined as follows:

5 **Class 1:**

6 All non-exempt hourly employees who worked for Defendants in California from
7 2019 through the date of judgment, who were not paid premium overtime and/or double time
8 at the employee's regular rate of pay;

9 **Subclass 1:**

10 All non-exempt hourly employees who worked for Defendants in California from
11 2019 through the date of judgment, who were not pay the regular rate of pay for meal and rest
12 period premiums;

13 **Class 2:**

14 All non-exempt hourly employees who worked for Defendants in California from
15 2019 through the date of judgment, who were not paid the minimum wage for all hours
16 worked (Minimum Wage Class);

17 **Class 3:**

18 All non-exempt hourly employees who worked for Defendants in California and who
19 worked at some point from 2019 through the present, who are no longer employed with
20 Defendants and to whom Defendants willfully failed to pay all wages due upon separation
21 from Defendants (Waiting Time Penalty Class);

22 **Class 4:**

23 All non-exempt hourly employees who worked for Defendants in California from
24 2019 to the present who were not provided legally compliant meal periods (Meal Break
25 Class);

26 **Class 5:**
27
28

1 All non-exempt hourly employees who worked for Defendants in California from
2 2019 through the present who were not provided legally-compliant rest breaks (Rest Break
3 Class);

4 **Class 6:**

5 All non-exempt hourly employees who worked for Defendants in California from
6 2022 through the present who were provided a paystub (a.k.a. wage statement) which failed to
7 list all hours actually worked and wages owed (Pay Stub Class).

8 **Class 7:**

9 All non-exempt hourly employees who worked for Defendants in California from
10 2019 through the present who were not reimbursed for their necessary and reasonable
11 business expenses (Reimbursement Class).

12 The members of the classes are so numerous that joinder of all members would be
13 unfeasible and not practicable. The membership of the classes are unknown to Plaintiffs at
14 this time; however, it is estimated that the classes number greater than 100 individuals. The
15 identity of such membership is readily ascertainable via inspection of Defendants'
16 employment records.

17 15. There are common questions of law and fact as to Plaintiffs and all others
18 similarly situated which predominate over questions affecting only individual members
19 including, without limitation to:

- 20 i. Whether Defendants paid their employees proper premium overtime
21 and/or double time at the employees' regular rate for hours over eight
22 (8) in a day and/or forty (40) hours in a week, in paying their hourly
23 non-exempt employees;
- 24 ii. Whether Defendants violated the applicable Labor Code provisions
25 including §510, 1194, and 203 by requiring substantial overtime work
26 and not paying for said work according to the overtime laws of the
27 State of California;
- 28

- 1 iii. Whether Defendants failed to pay the appropriate premium overtime
2 compensation to the hourly employees;
- 3 iv. Whether Defendants improperly retained, appropriated or deprived
4 Plaintiffs and the class members of the use of monies or sums to which
5 Plaintiffs and the class were legally entitled;
- 6 v. Whether Defendants engaged in unfair business practices;
- 7 vi. Whether Defendants, and each of them, were participants in the alleged
8 unlawful conduct;
- 9 vii. Whether Defendants' conduct was willful or reckless;
- 10 viii. The effect upon and the extent of injuries suffered by Plaintiffs and all
11 others similarly situated and the appropriate amount of compensation;
- 12 ix. The appropriate amount of monetary penalties allowed by Labor Code
13 §201, et. seq.;
- 14 x. Whether Defendants pay and continue to pay for missed meal and rest
15 period premiums at an allegedly "reduced" rate of pay in violation of
16 Sections 11 and 12 of the applicable Wage Orders and/or Labor Code §
17 226.7;
- 18 xi. Whether Defendants violated Labor Code §226 and relevant IWC
19 Wage Orders by failing to, among other violations, accurately report
20 total hours worked, all applicable hourly rates in effect during each pay
21 period, meal and rest period premiums, and the corresponding number
22 of hours worked at each hourly work, by Plaintiffs and the members of
23 the Class;
- 24 xii. Whether Defendants knowingly and intentionally failed to maintain
25 records for Plaintiffs and members of the Class as required by Labor
26 Code § 1174 and the applicable IWC Wage Orders;
- 27
28

1 xiii. Whether Defendants failed to reimburse Plaintiffs and the
2 class members for necessary expenditures incurred in the performance
3 of their work for Defendants;

4 16. Plaintiffs' claims are typical of the claims of all members of the classes and
5 subclasses mentioned herein. Plaintiffs, as representative parties, will fairly and adequately
6 protect the interest of the classes by vigorously pursuing this suit through their attorneys who
7 are skilled and experienced in handling matters of this type. Plaintiffs have no claim or
8 interest that is antagonistic to any class member.

9 17. The nature of this action and the nature of laws available to the members of the
10 classes and subclasses identified herein make use of the class action format a particularly
11 efficient and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein.
12 Further, this claim involves a large corporate employer, Defendant Janra, and a large number
13 of individual employees (Plaintiffs and all others similarly situated) with many relatively
14 small claims with common issues of law and fact. If each employee were required to file an
15 individual lawsuit, the corporate defendants would necessarily gain an unconscionable
16 advantage since they would be able to exploit and overwhelm the limited resources of each
17 individual plaintiff with their vastly superior financial and legal resources. Requiring each
18 class member to pursue an individual remedy would also discourage the assertion of lawful
19 claims by employees who would be disinclined to pursue an action against their present
20 and/or former employer for an appreciable and justifiable fear of retaliation and permanent
21 damage to their careers at present and/or subsequent employment. Proof of a common
22 business practice or factual pattern, of which the Plaintiffs experienced, is representative of
23 the class mentioned herein and will establish the right of each of the members of the named
24 class to recovery on the causes of action alleged herein.

25 18. The prosecution of separate actions by the individual class members, even if
26 possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
27 with respect to the individual class members against Defendants herein; and which would
28 establish potentially incompatible standards of conduct for Defendants; and/or (b) legal

1 determinations with respect to individual class members which would, as a practical matter,
2 be dispositive of the interest of the other class members not parties to adjudications or which
3 would substantially impair or impede the ability of the class members to protect their interests.
4 Further, the claims of the individual members of the class are not sufficiently large to warrant
5 vigorous individual prosecution considering all of the concomitant costs and expenses
6 attending thereto.

7 19. Plaintiffs and all others similarly situated are entitled to the wages and other
8 monies unlawfully withheld. This action is brought for the benefit of the public.

9 **FIRST CAUSE OF ACTION**

10 **(Violation of B&PC §17200, et seq.)**

11 20. Plaintiffs re-allege and incorporate by reference herein the allegations of all
12 preceding paragraphs as though fully set forth herein.

13 21. Beginning on an exact date unknown to Plaintiffs but believed to have
14 occurred from 2019 on, Defendants have engaged in a pattern and practice of acts of unfair
15 competition in violation of B&PC §17200, including the practices alleged herein.

16 22. Defendants, and each of them, operate retail stores within California, and have
17 engaged in the practice of paying their non-exempt employees, in a fashion that circumvents
18 California's wage and hour laws.

19 **FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION**

20 23. Plaintiffs are informed and believe and thereon allege that as part of
21 Defendants' ongoing unfair business practices, Defendants' hourly employees worked in
22 excess of eight (8) hours per day, and in excess of forty (40) hours per week without receiving
23 the proper regular rate of pay and/or minimum wage rate because Plaintiffs regularly work
24 off-the-clock hours, including pre-shift and post-shift work, to ensure that the stores are
25 opened and closed to Defendants' policies and procedures. Plaintiffs also regularly received
26 company texts and phone calls on their personal phones after hours, were expected to and did
27 respond to such texts and phone calls to address company business, and Plaintiffs were
28 required to be on-call after hours, all without compensation. Moreover, Plaintiffs were entitled

1 to non-discretionary bonuses, commissions and other compensation as part of their pay, but
2 Defendants failed to calculate properly the regular rate of pay when calculating overtime.
3 Defendants are therefore in violation of Labor Code §§ 510 and 1194, and the relevant
4 California Industrial Welfare Commission Orders.

5 24. Defendants, and each of them, consistently administered a corporate policy
6 regarding off-the-clock and on-call time, which required that employees work overtime
7 without proper premium overtime pay, the regular rate of pay, and/or minimum wage. This
8 corporate policy and pattern of conduct is accomplished with the advanced knowledge and
9 designed intent to avoid paying non-exempt employees for all hours worked. Accordingly,
10 Plaintiffs and the class members are entitled to all unpaid wages due under California law.
11 Further, Plaintiffs and the class are entitled to restitution of these wages obtained by
12 Defendants, and each of them. Defendants also failed to pay the regular rate of pay by
13 incorporating all incentive-based compensation, including non-discretionary bonuses and
14 commissions, into Plaintiffs' and the class members overtime pay rates.

15 **VIOLATION OF LABOR CODE § 200, ET SEQ.**

16 25. Plaintiffs are informed and believe and thereon allege that as part of
17 Defendants' ongoing unfair business practices, Defendants failed to provide all employees all
18 wages at the time of their separation in violation of Labor Code § 200, et. seq., including but
19 not limited to, §§201, 202, 203 & 204.

20 26. Labor Code § 200, et seq. provides that an employer is required to pay an
21 employee all wages (including accrued vacation) immediately upon the employee's
22 involuntary separation from employment; immediately upon his or her voluntary separation if
23 the employee gave at least seventy-two (72) hours notice, and within seventy-two (72) hours,
24 if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

25 27. Plaintiffs are informed and believe and thereon allege that all employees who
26 have been separated from Defendants did not timely receive a final paycheck detailing the
27 proper amount of pay from Defendants in violation of Labor Code § 200, et. seq.
28

1 28. Pursuant to Labor Code § 200, et seq. employees that no longer work for
2 Defendants, and who were not timely paid, are entitled to one (1) day of pay in penalties for
3 each day that he or she was paid late, until payment was made, up to a maximum of thirty (30)
4 days.

5 **VIOLATION OF MEAL AND REST PERIOD PROVISIONS**

6 29. Defendants' improper meal and rest period policies are in violation of
7 California law including, but not limited to Labor Code § 226.7, 512, and the applicable IWC
8 Wage Orders. Plaintiffs and the class were entitled to 1 hour of pay for each meal and rest
9 break violation at their regular rate of pay. Defendants failed and continue to fail to pay for
10 meal and rest period violations at the employees' regular rate of pay in violation of Sections
11 11 and 12 of the applicable Wage Orders.

12 30. Plaintiffs seek restitution and injunctive relief for said violations.

13 31. Plaintiffs are informed and believe and thereon allege that at all times herein
14 mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices
15 prohibited by California B&PC § 17200, thereby depriving their employees and the putative
16 class the minimum working standards and conditions due to them under the California labor
17 laws and Industrial Welfare Commission wage orders as specifically described herein.
18 Plaintiffs seek an injunction preventing Defendants from continuing their unfair business
19 practice of improperly depriving their employees of overtime pay, and payment of their
20 regular rate of pay for meal and rest period premiums. Plaintiffs further seek an order
21 requiring Defendants to identify by full name, telephone number, and last known address
22 employees who worked or still work for Defendants between 2019 through the date of
23 judgment; Plaintiffs further seek an order requiring Defendants to timely pay restitution to all
24 current and former employees, including back wages, premium payments, and interest.

25 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

26 32. Plaintiffs are informed and believe and thereon allege that as part of
27 Defendants' ongoing unfair business practices, Defendants, and each of them, fail to provide
28

1 their employees with proper and understandable itemized wage statement, as required by Labor
2 Code § 226.

3 33. Plaintiffs are informed and believe, and thereon allege, that Defendants, and
4 each of them, fail to provide each employee with an itemized statement which states the name
5 and address of the legal entity that is the employer, actual regular rate paid, the total hours
6 worked by the employee, the gross and net wages earned, meal and rest premiums owed, and
7 all applicable hourly rates in effect during the pay period and the corresponding number of
8 hours worked at each hourly rate by the employee.

9
10 **FAILURE TO REIMBURSE EXPENSES**

11 34. Defendants have adopted and implemented an illegal reimbursement policy
12 that fails to compensate Plaintiffs for all of their necessary business expenses incurred in
13 discharging their duties for Defendants.

14 35. Defendants' conduct in failing to reimburse Plaintiffs and the class for their
15 necessary business expenses is also unfair within the meaning of Business and Professions
16 Code §17200 because it is against established public policy and has been pursued to attain an
17 unjustified monetary advantage for Defendants by unfairly and unlawfully reducing Plaintiffs'
18 and the other class members' compensation, as Plaintiffs and the class are required to come
19 out of pocket for such expenses. As such, Defendants' business practices, including their
20 illegal reimbursement policy and practice, is unfair, illegal and fraudulent, in that such policy
21 and practice was intended to reduce Plaintiffs' and the class' due and owing compensation.

22 **SECOND CAUSE OF ACTION**

23 **RECOVERY OF UNPAID WAGES & PENALTIES**

24 **(Violation of Labor Code §§ 204, 510, 1194 and 1198)**

25 36. Plaintiffs re-allege and incorporate by reference herein the allegations of all
26 preceding paragraphs as though fully set forth herein.

27 37. Plaintiffs and all others similarly situated identified herein were and are
28 employed and scheduled as a matter of established company policy to work and in fact

1 worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess
2 of forty (40) hours per week. Defendants employed and scheduled all employees without
3 providing overtime compensation for such excess hours worked in violation of Labor Code §§
4 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders.
5 Labor Code § 204 establishes the fundamental right of all employees in the State of California
6 to be paid the proper amount of wages in a timely fashion for their work, including overtime.
7 Defendants always had a written and verbal agreement to pay overtime and double time based
8 on the Plaintiffs' and classes' regular rate of pay.

9 38. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiffs may bring a civil action
10 for overtime wages directly against the employer without first filing a claim with the Division
11 of Labor Standards Enforcement (hereinafter "DLSE") and may recover such wages, together
12 with interest thereon, penalties, attorneys' fees and costs.

13 39. At all times relevant hereto, Defendants have failed to pay to Plaintiffs and all
14 persons similarly situated wages when due as required by Labor Code § 204.

15 40. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer
16 than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage
17 Orders.

18 41. At all times relevant hereto, Plaintiffs are informed and believe and thereon
19 allege that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this
20 classification, Defendants have willfully violated the Labor Code with respect to meeting the
21 requirements of paying one (1) regular rate of pay and calculating overtime and double time
22 based on that regular rate, as herein before alleged. Defendants have failed to properly pay
23 premium overtime for hours worked in a week, and as such, Defendants are able to reduce
24 their overhead and operating expenses and gain an unfair advantage over competing
25 companies complying with state law. Furthermore, Defendants have failed to include all
26 items of remuneration when determining the employees' regular rate of pay, as described
27 above.
28

1 42. Plaintiffs are informed and believe and thereon allege that Defendants
2 consistently administered a corporate policy regarding both staffing levels and duties and
3 responsibilities of the members of the classes which required the entirety of all classes to work
4 overtime without proper premium pay, and to fail all wages for hours worked. This corporate
5 policy and pattern of conduct was/is accomplished with the advance knowledge and design of
6 all Defendants herein. Thus, Plaintiffs and all others similarly situated routinely, regularly
7 and customarily performed overtime work and/or work that they failed to be compensated at
8 the appropriate hourly wage.

9 43. Plaintiffs are informed and believe and thereon allege that the obligations and
10 responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly
11 situated merely allege wrongdoing with Defendants' pay plans, policies and practices.
12 Further, the duties of Plaintiffs and all others similarly situated are not relevant in certifying
13 any of the classes.

14 44. Defendants, and each of them, had a consistent and uniform policy, practice
15 and procedure of willfully failing to pay the earned and unpaid wages of all such non-exempt
16 employees. Defendants have willfully failed to pay the earned and unpaid wages of such
17 individuals, including, but not limited to regular pay, premium pay, and other wages earned
18 and remaining uncompensated according to amendment, or proof.

19 45. The pattern, practice and uniform administration of corporate policy regarding
20 illegal employee compensation as described herein is unlawful and creates an entitlement to
21 recovery by Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance
22 of the full amount of all wages owing, including the proper calculation of the regular rate and
23 the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are
24 owing, including interest thereon, willful penalties, reasonable attorneys' fees, and costs of
25 suit according to the mandate of Labor Code § 1194, et. seq.

26 46. Likewise, Defendants have a pattern, practice and uniform administration of
27 corporate policy regarding failure to comply with the required provisions of Labor Code §
28

226.7, in failing to pay Plaintiffs and the class the meal and rest period premium payments at the regular rate.

THIRD CAUSE OF ACTION

(Violation of Labor Code §§ 200, et. seq.)

47. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

48. Labor Code §§ 200, et. seq., provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon an employee's involuntary separation from employment; immediately upon her voluntary separation if the employee gave at least seventy two (72) hours notice, and within seventy two (72) hours, if the employee voluntarily separated, but did not give at least seventy two (72) hours notice.

49. Plaintiffs Craigo and other former employees of Defendants employed in the State of California separated from employment with Defendants, and did not timely receive a final pay check with all of their wages due from Defendants in violation of Labor Code §§ 200, et seq. Plaintiffs are informed and believe and thereon allege that Defendants also violated the mandates of Labor Code §§ 200, et seq., as to other employees whose employment ended during the period of time covered by this action.

50. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no longer works for Defendants, and who was not timely paid all of his or her wages due is entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

FOURTH CAUSE OF ACTION

FAILURE TO PAY MEAL AND REST PERIOD PREMIUMS AT THE PROPER REGULAR RATE OF PAY

(Violation of Labor Code §§ 226.7 & 512, et seq.)

51. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

1 52. Plaintiffs believe and thereon allege that Labor Code §226.7 requires an
2 employer to pay an additional hour of compensation at the employee's regular rate of pay for
3 each meal period and rest period violation. During the class period, Plaintiffs are informed
4 and believe, and based thereon allege that Defendants have failed to pay Plaintiffs and the
5 class members meal period and rest period premium pay at their regular rate of pay.
6 Defendants' improper meal and rest period practices and policies are in violation of California
7 law including, but not limited to Labor Code § § 226.7, 512, and the IWC Wage Orders.

8 53. Pursuant to Labor Code §226.7, Plaintiffs are entitled to damages in an amount
9 equal to one (1) hour of the employee's regular rate of pay per each meal and rest period
10 violation, in a sum to be proven at trial.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

13 **(Violation of Labor Code § 226)**

14 54. Plaintiffs re-allege and incorporate by reference herein the allegations of all
15 preceding paragraphs as though fully set forth herein.

16 55. Labor Code §226(a) provides, in pertinent part:

17 An employer, semimonthly or at the time of each payment of wages, shall
18 furnish to his or her employee, either as a detachable part of the check, draft, or
19 voucher paying the employee's wages, or separately if wages are paid by
20 personal check or cash, an accurate itemized statement in writing showing (1)
21 gross wages earned, (2) total hours worked by the employee, except as
22 provided in subdivision (j), (3) the number of piece-rate units earned and any
23 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the
25 employee may be aggregated and shown as one item, (5) net wages earned, (6)
26 the inclusive dates of the period for which the employee is paid, (7) the name
27 of the employee and only the last four digits of his or her social security
28 number or an employee identification number other than a social security
number, (8) the name and address of the legal entity that is the employer and, if
the employer is a farm labor contractor, as defined in subdivision (b) of Section
1682, the name and address of the legal entity that secured the services of the
employer, and (9) all applicable hourly rates in effect during the pay period and
the corresponding number of hours worked at each hourly rate by the
employee. . . .

1 56. During the Class Period, Defendants knowingly and intentionally failed to
2 provide the Class Members, including Plaintiff Craigo, with timely and accurate wage and
3 hour statements showing gross wages earned, total hours worked, all deductions made, net
4 wages earned, the name and address of the legal entity employing that Class Member, and all
5 applicable hourly rates in effect during each pay period and the corresponding number of
6 hours worked at each hourly rate by that Class Member.

7 57. The Class Members, including Plaintiffs, suffered injury as a result of
8 Defendants' knowing and intentional failure to provide the Class Members, with the wage and
9 hour statements required by law.

10 58. Based on Defendants' conduct as alleged herein, Defendants are liable for actual
11 damages, statutory damages and/or statutory penalties pursuant to California Labor Code §
12 226, attorney's fees and costs and other applicable provisions of the Labor Code and
13 applicable Wage Order.

14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS**

16 **(Violation of Labor Code §§ 226.7 and 512)**

17 59. Plaintiffs re-allege and incorporate by reference herein the allegations of all
18 preceding paragraphs as though fully set forth herein.

19 60. California Labor Code § 512 and IWC Wage Orders state that an employer
20 may not employ an employee for a work period of more than five (5) hours per day without
21 providing the employee a meal period of not less than 30 minutes, and an employer may not
22 employ an employee for a work period of more than 10 hours per day without providing the
23 employee with a second meal period of not less than 30 minutes. Unless the employee is
24 relieved of all duty during a 30-minute meal period, the meal period shall be considered an
25 "on duty" meal period and counted as time worked. California Labor Code § 226.7(a) further
26 states that no employer shall require any employee to work during any meal or rest period
27 mandated by an applicable order of the IWC.

28 61. Employers are prohibited from exerting coercion against the taking of, creating
incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

1 62. Plaintiffs and members of the Class were not provided with or given the
2 opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor
3 were they provided with or given the opportunity to take a proper second meal period during
4 the days when they worked more than 10 hours in a day. Defendants coerced Plaintiffs and
5 the members of the Class to forego meal periods by disciplining and/or threatening
6 disciplinary action against them if they attempted to take meal periods, created incentives to
7 forego meal breaks, and encouraged the skipping of meal periods by scheduling work to
8 coincide with the meal periods, among other things. In addition, Defendants placed
9 unnecessarily tight timelines on Plaintiffs' work, forcing them to miss their meal periods in
10 order to complete their jobs. As a result, Plaintiffs and members of the Class were required to
11 work and/or were not relieved of all duties during any meal period taken, and thus were
12 considered "on duty;" however, Defendants failed to count as time worked any "on duty"
13 meal period taken by Plaintiffs and the members of the Class.

14 63. Pursuant to California Labor Code § 226.7(c) and IWC Wage Orders, if an
15 employer fails to provide an employee a meal period in accordance with the applicable
16 provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay
17 at the employee's regular rate of pay for each workday that the meal period is not provided.
18 As such, Plaintiffs and members of the Class are entitled to an additional one hour's pay for
19 each day in which Plaintiffs and members of the Class were not provided a proper meal break
20 under the above-described authorities.

21 64. Plaintiffs and the members of the Class request that the Court award interest on
22 all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from
23 the date the wages were due and payable pursuant to Labor Code § 218.6.

24 **SEVENTH CAUSE OF ACTION**

25 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS**

26 **(Violation of Labor Code § 226.7)**

27 65. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
28 allegations of the preceding paragraphs.

1 66. The applicable IWC Wage Orders state that every employer shall authorize and
2 permit all employees to take rest periods. The authorized rest period time shall be based on
3 the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of
4 work, or major fraction thereof. An employer must provide employees with 10 minutes' rest
5 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
6 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

7 67. Plaintiffs and Class Members were not permitted to take rest periods, were
8 required to work during their rest periods, and/or were disciplined and/or were advised that
9 they would be disciplined if they took rest periods during work hours, in contravention of
10 California law.

11 68. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage
12 Orders, if an employer fails to provide an employee a rest period in accordance with the
13 applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the
14 employee's regular rate of compensation for each workday that the rest period is not provided.

15 69. As such, Plaintiffs and the Class members are entitled to an additional one
16 hour's pay for each day in which they were not provided a proper rest period under the above-
17 described authorities.

18 70. Plaintiffs and the members of the Class request that the Court award interest on
19 all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from
20 the date the wages were due and payable pursuant to Labor Code § 218.6.

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE EXPENSES**

23 **(Violation of (Labor Code § 2802))**

24 71. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
25 allegations of the preceding paragraphs.

26 72. California Labor Code § 2802 provides that "[a]n employer shall indemnify his
27 or her employee for all necessary expenditures or losses incurred by the employee in direct
28 consequence of the discharge of his or her duties."

1 73. Plaintiffs are informed and believe, and based thereon allege, that at all
2 relevant times Plaintiffs and the class members incurred certain expenses for their jobs with
3 Defendants, including but not limited to using their own personal cell phones, use of their
4 personal vehicles for work purposes without reimbursement. Despite this, Defendants failed
5 and refused to indemnify Plaintiffs and the class for all of their expenditures in carrying out
6 their duties for Defendants.

7 74. As a result of Defendants' failure to indemnify Plaintiff and the class members,
8 they have suffered losses according to proof, including prejudgment interest, costs, and
9 attorneys' fees in prosecuting this case.

10 **NINTH CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 **(Violation of Labor Code §§ 2698 and 2699)**

13 75. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
14 allegations of the preceding paragraphs.

15 76. On or about May 27, 2023, Plaintiffs provided written notice to the Labor and
16 Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the
18 alleged violations.

19 77. The LWDA failed to respond to Plaintiffs' counsel's correspondence and failed
20 to notify Plaintiffs' counsel as to whether it would investigate the allegations contained
21 therein, within the time period requirements of the Private Attorneys General Act (PAGA),
22 under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set
23 forth in Labor Code §2699.3 in order to commence a civil action against an employer
24 pursuant to Labor Code §2699.

25 78. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages,
26 overtime compensation, failure to provide meal periods, failure to authorize and permit rest
27 periods, failure to pay all wages upon termination or resignation, and failure to provide
28 accurate itemized wage statements, and failure to reimburse expenses, will subject Defendants

1 to civil penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 510,
2 512, 551, 552, 1174, 1194, 1198, 2802 and IWC Wage Orders.

3 79. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and
4 (c), and related Labor Code provisions. Plaintiffs bring this cause of action on behalf of
5 themselves, as private attorneys general, and in a representative capacity on behalf of other
6 aggrieved employees, affected by the labor law violations alleged herein.

7 80. Defendants committed numerous violations of the California Labor Code and
8 IWC Wage Orders against the Plaintiffs, and on information and belief, against members of
9 the Class and other current and former employees while they were employed by Defendants,
10 including but not limited to:

11 a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders
12 by failing to pay Plaintiffs and the members of the Class, and on information and belief, other
13 current and former employees of Defendants, all minimum, straight time and overtime wages
14 owed in compliance with California law;

15 b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage
16 Orders by failing to pay Plaintiffs and the members of the Class by failing to pay for a missed
17 meal or rest period at the regular rate of pay;

18 c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by
19 failing to pay Plaintiffs and the members of the Class, and on information and belief, other
20 current and former employees of Defendants, all minimum wages owed in compliance with
21 California law;

22 d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage
23 Orders by failing to pay Plaintiffs and the members of the Class, and on information and
24 belief, other current and former employees of Defendants, all wages owed in a timely manner
25 in compliance with California law;

26 e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by
27
28

1 failing to provide Plaintiffs and the members of the Class, and on information and belief, other
2 current and former employees of Defendants, the opportunity to take the requisite meal
3 periods in compliance with California law;

4 f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by
5 failing to authorize and permit Plaintiffs and the members of the Class, and on information
6 and belief, other current and former employees of Defendants, the opportunity to take the
7 requisite rest periods in compliance with California law;

8 g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by
9 failing to properly maintain accurate employment time and records, maintain and/or submit
10 accurate itemized wage statements on behalf of Plaintiffs, members of the Class, and on
11 information and belief, on behalf of other current and former employees of Defendants as
12 described herein; and

13 h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by
14 failing to pay Plaintiffs, the Class, and on information and belief, other current and former
15 employees of Defendants as described herein;

16 i. Defendants violated Labor Code § 2802 by failing to indemnify Plaintiffs and
17 members of the Class and on information and belief, other current and former employees of
18 Defendants as described herein;

19 j. Defendants violated Labor Code § 2751 by failing and refusing to provide
20 Plaintiffs and members of the Class written commission agreements.

21 81. Pursuant to Labor Code § 2699, Plaintiffs, members of the Class, and all other
22 aggrieved current and former employees seek to recover civil penalties, as otherwise provided
23 by statute and wage order, for which Defendants are liable as a result of their violations of the
24 California Labor Code and applicable wage order(s) in an amount to be proven at trial. These
25 penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204,
26 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1197, 2699, 2751, 2802 and IWC
27 Wage Orders. Plaintiffs and aggrieved current and former employees further seek and award
28 of reasonable attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray:

3 1. That the Court determine this action may be maintained as a class action;

4 **As to the First Cause of Action:**

5 2. For an order preliminarily and permanently enjoining Defendants from
6 engaging in the practices challenged herein;

7 3. An order for full restitution of all monies, as necessary and according to proof,
8 to restore any and all monies withheld by the Defendants by means of the unfair practices
9 complained of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a
10 receiver, as necessary. The restitution includes all monies retained as wages, as defined in
11 Labor Code §§ 201, 202, 510 and 1194, and interest, and attorneys' fees as a result of the
12 unfair business practices;

13 4. For an order finding and declaring that Defendants' acts and practices as
14 challenged herein are unlawful, and unfair and/or fraudulent;

15 5. For an accounting, under administration of Plaintiffs and subject to court
16 supervision, to determine the amount to be returned by Defendants and the amounts to be
17 refunded to members who are or were not paid all their wages due to Defendants' unfair
18 business practices;

19 6. For the creation of an administrative process wherein each injured current and
20 former employee receives his or her back wages in the form of overtime pay or alternatively
21 that each current or former eligible employee may submit a claim in order to receive his/her
22 money;

23 7. For an order requiring Defendants to make full restitution and payment
24 pursuant to B&PC §§ 17200, et seq.;

25 8. For all other appropriate declaratory and equitable relief;

26 9. For pre-judgment interest to the extent permitted by law;

1 10. For an order requiring Defendants to identify, by name, address and telephone
2 number of each person who worked in California as an hourly non-exempt employee for
3 Defendants between 2019 through the time of judgment;

4 11. For an order imposing all civil and statutory penalties provided by law.

5 **As to the Second and Fourth Cause of Action:**

6 12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and
7 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders)
8 regarding wages due and owing;

9 13. For pre-judgment interest as allowed by Labor Code § 1194 and California
10 Civil Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for
11 reasonable attorneys' fees;

12 14. For an order imposing all civil and statutory penalties provided by law.

13 **As to the Third Cause of Action:**

14 15. For waiting time penalties for all former employees not timely paid their last
15 pay check, including vacation pay;

16 16. For reasonable attorneys' fees and costs;

17 17. For an order imposing all civil and statutory penalties provided by law.

18 **As to the Fifth Cause of Action:**

19 18. For recovery as authorized by Labor Code §226(e);

20 19. For injunctive relief to ensure Defendants' compliance with Labor Code §226
21 and the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

22 20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code
23 §226(e) and/or §226(h);

24 21. For an order imposing all civil and statutory penalties provided by law.

25 **As to the Sixth Cause of Action:**

26 22. One (1) hour of pay at each of the employees' regular rate of compensation for
27 each workday that a meal period was not provided, impeded, discouraged and/or dissuaded;

28 23. For an order imposing all civil and statutory penalties provided by law.

24. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a rest period was not authorized or permitted, or impeded, interrupted, discouraged and/or dissuaded;

As to the Eighth Cause of Action:

27. For pre-judgment interest as allowed by Labor Code §§ 218.6, 1194(a), and Civil Code § 3287;

As to the Ninth Cause of Action:

30. For an order imposing all civil and statutory penalties provided by law;

32. For such other and further relief as the Court may deem equitable and appropriate.

33. For reasonable costs incurred;

34. For such other and further relief as this Court may deem just and proper.

BARTZ LAW GROUP, APC

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Dated: March 26, 2026

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Attorneys for Plaintiff Chrystal
Craig, and all others similarly situated

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On March 26, 2026, I served true copies of the foregoing documents described as: **FIRST AMENDED COMPLAINT** on the interested parties in this action, addressed as follows:

Attorneys for Defendant

Co-Counsel for Plaintiff

(x) BY ELECTRONIC TRANSMISSION: I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the e-mail address(es) indicated.

/s/ Leanne Nguyen-Phuoc/s/
Leanne Nguyen-Phuoc

EXHIBIT D

XPAND

Case Name: Craigo v Janra
Date: March 30, 2026
Client Name: Aaron Bartz
Client Email: aaron@bartzlawgroup.com
Xpand Contact: Jonathan Paul
Xpand Contact Email Address: jonathan@xpandlegal.com
Xpand Contact Phone Number: 310.948.7117

**Cost Estimate for Legal Administration Services*
**Pricing Good for 90 Days*
**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing	
Class Size	66
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	No
Spanish Translation	No
National Change of Address (NCOA)	Yes
Wage Tax Reporting	Yes
Number of States for Tax Reporting	1
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	Controller

Case Setup				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	\$150.00	1	\$150.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	\$150.00	1	\$150.00
NCOA (Includes CASS & LACS)	Flat Fee	\$150.00	1	\$150.00
Spanish Translation	Flat Fee	\$0.00	0	\$0.00
Toll Free Telephone Support	Flat Fee	\$500.00	1	\$500.00
Static Website	Flat Fee	\$0.00	0	\$0.00
			Total	\$950.00

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at \$125/hour.*

Notification				
Service	Type	Cost Per Piece	Volume	Total
Print & Mail Notice Package	Per Piece	\$2.00	66	\$132.00
USPS First Class Mail - 1oz	Per Piece	\$1.00	66	\$66.00
Submission Processing (Opt Outs, Disputes, Objections)	Hourly	\$75.00	5	\$375.00
Undeliverable Mail Processing	Per Piece	\$3.00	7	\$19.80
Address Trace Undeliverable Mail	Per Piece	\$2.00	7	\$13.20
Remail Notice Package (Undeliverable & Forwards)	Per Piece	\$3.00	9	\$25.74
			Total	\$631.74

Project Management				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	\$150.00	1	\$150.00
Status Reporting (Ongoing & Final)	Hourly	\$75.00	1	\$75.00
Declaration (Final Approval & Payment)	Hourly	\$125.00	1	\$125.00
Executive Oversight	Hourly	\$250.00	1	\$250.00
			Total	\$600.00

Distribution				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	\$150.00	1	\$150.00
Data Analyst - Payment File Production & Quality Review	Hourly	\$150.00	1	\$150.00
Print & Mail Payments	Per Piece	\$2.00	66	\$132.00
USPS First Class Mail - 1oz	Per Piece	\$1.00	66	\$66.00
Undeliverable Payment Processing	Per Piece	\$3.00	7	\$19.80
Address Trace Undeliverable Mail	Per Piece	\$3.00	7	\$19.80
Remail Payments (Undeliverable & Forwards)	Per Piece	\$3.00	9	\$25.74
Tax ID Setup & Shutdown	Flat Fee	\$500.00	2	\$1,000.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	\$150.00	2	\$300.00
QSF Monthly Fees & Account Reconciliation	Per Piece	\$75.00	3	\$225.00
Process Remaining Funds	Flat Fee	\$729.92	1	\$729.92
			Total	\$2,818.26

Total Case Cost Not to Exceed:	\$5,000.00
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Terms & Conditions

All services to be provided by Xpand Legal Consulting LLC (hereinafter, "Xpand") to you (hereinafter, the "Client") shall be subject to the following terms and conditions (these "Terms and Conditions") of this Agreement:

- 1. Services:** Subject to the terms hereof, Xpand agrees to provide the Client with administration services (hereinafter, "Services") as specified in the Proposal provided to the Client to which these Terms and Conditions are referenced (the "Proposal" and together with these Terms and Conditions, this "Agreement"). The Services do not constitute legal services or advice.
- 2. Independent Contractor Status:** Xpand is performing the Services to the Client as an independent contractor for the purposes of federal, state, and local law, and neither it nor its employees shall be deemed to be employees of the Client. Xpand shall have full control over the methods, techniques, sequences, and procedures of the Services, is free to perform services for other clients, and is not subject to the supervision or control of the Client in the performance of the Services, except as to the results to be achieved.
- 3. Fees for Services:** Fees to the Client for Services, including all fees and expenses in accordance with Section 4 below ("Fees") shall be on a time and materials basis at our prevailing rates and are subject to change. Any estimates of Fees set forth in the Proposal are estimates only, based on information provided by the Client to Xpand and the Services referenced in the Proposal, and do not cover any applicable taxes nor third-party fees. Actual Fees payable by the Client may be greater or less than such estimates. Expenses incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset such expenses. The Client acknowledges and agrees that Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of relevant funds with such institutions, including without limitation, income proceeds derived therefrom, discounts on eligible banking services and fees, and loans at favorable rates.
- 4. Payment of Fees:** Fees will be invoiced by Xpand and due and payable by the Client once the relevant payments are made to class members and counsel in accordance with direction from the court of the applicable case (the "Court"). If payment is not made in full within 30 days of the invoice date, penalty interest at a rate of .8333% per month (10% per year) on the amount past due may be imposed by Xpand. The Services are not provided on a contingency fee basis. For the avoidance of doubt, decisions of the court and actions of the parties, including disapproval or withdrawal of the relevant settlement or case dismissal, do not affect the Client's obligation to Xpand for payment of Services.
- 5. Indemnification:** The Client will indemnify and hold Xpand and its affiliates (and their respective officers, employees, and agents) harmless against any losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the Agreement, including these Terms and Conditions, by the Client; or (ii) the processing and handling of any aspect of the project by Xpand, including but not limited to the Services, in accordance with Client's instructions.
- 6. Confidentiality:** Xpand will maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of data provided to Xpand by the Client or another party to the action. In the event Xpand is notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to, within ten (10) business days of receipt of such notification, (1) provide legal representation at the Client's expense to avoid such access, or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If the Client does not timely select its option, it shall be irrevocably deemed to have selected option (2) and be obligated to reimburse Xpand in accordance therewith. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
- 7. Data Rights:** Xpand does not convey nor does the Client obtain any rights in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
- 8. Document Retention:** Unless directed otherwise in writing by the Client, Xpand will maintain documents and other correspondence for the later of (a) one (1) year after final distribution of relevant funds or benefits, or (b) until the date that the disposition of the relevant case is no longer subject to appeal or review.
- 9. Limitation of Damages:** Xpand is not responsible to the Client for any special, consequential, or incidental damages incurred by the Client. Any liability of Xpand to the Client shall not exceed the total amount of Fees billed to the Client for the Services that give rise to such liability.
- 10. Termination:** The Services to be provided under this Agreement may be terminated by the Client with or without cause upon at least thirty (30) calendar days' prior written notice to Xpand. The Client's obligation to pay Fees for Services still in progress at the time of notice of termination shall continue throughout that 30-day period. Xpand may terminate this Agreement (i) if the Client has not paid its Fees in accordance with Section 4 of these Terms and Conditions, upon at least ten (10) calendar days' prior written notice; or (ii) in any other event, upon at least three (3) months' prior written notice to the Client. The Client is obligated to pay for all Fees and Services at the time of termination under this paragraph; no deferral period shall take effect.
- 11. Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, three (3) business days after the date of deposit in United States mail, or, if sent by courier, two (2) business days after delivery to such courier service.
- 12. Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- 13. Waiver of Rights:** No failure or delay on the part of either party hereto in exercising any right under these Terms and Conditions will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing by the relevant party's authorized representative.
- 14. Jurisdiction:** The parties hereto submit to the jurisdiction of the Court for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
- 15. Entire Agreement:** These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the Terms and Conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
- 16. Counterparts:** These Terms and Conditions and the Proposal may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of these Terms and Conditions and the Proposal by electronic transmission, including DocuSign, shall be effective as delivery of a manually executed counterpart of these Terms and Conditions and the Proposal, as applicable.

Acceptance of Terms and Conditions

By commencing services with Xpand, you acknowledge and agree to the terms and conditions outlined above. Your continued use of our services signifies your acceptance of these terms.