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Superior Court of California
County of San Joaquin
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Clerk: Monica Jones

Motion
2025-11-07 9:00AM in 11B

9
10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
11
12 IN AND FOR THE COUNTY OF SAN JOAQUIN
13

14 CAMERON CRARY, an individual

15 Plaintiff,

16 v.

17 FARAGE FAMILY COMPANY, LLC.;
18 APRIL FARAGE, an individual, & DOES 1
19 through 10,

20 Defendants.

Case No.: STK-CV-UOE-2023-0009637

Honorable Robert T. Waters

**DECLARATION OF JOHN CLAASSEN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: November 7, 2025

Time: 9:00 a.m.

Dept: 11B

DECLARATION OF JOHN CLAASSEN

I, John Claassen, declare:

1. I am attorney for plaintiff Cameron Crary (“Plaintiff”). I submit this declaration in support of Plaintiff’s Motion for Approval of the PAGA Settlement Agreement (as defined in the accompanying Motion). Unless otherwise indicated, I have personal knowledge of facts stated herein and could and would testify competently thereto if asked to so.

2. Attached hereto as **Exhibit A** is a true and correct copy of excerpts of the transcript of the deposition of Cailan Farage. Ms. Farage is the daughter of defendant April Farage and has worked for Defendants since approximately the summer of 2019.

3. Attached hereto as **Exhibit B** is a true and correct copy of excerpts of the transcript of the deposition of Cameron Crary.

4. Based on discovery received to date from Defendants, all told, since June 15, 2022, there have been 27 supervisory employees. This number was derived by looking at time records received for supervisory employees who fall within the PAGA period and comparing them, for accuracy, to participants on Defendants' Slack channels for supervisors.

5. On June 15, 2023, I transmitted a PAGA notice to the Workplace Development Agency. I also paid the filing fee. Attached hereto as **Exhibit C** is a true and correct copy of the Notice.

6. Over the course of the two years, the parties engaged in extensive discovery. Among other things, counsel for Defendants produced several thousand pages of relevant electronic documents (redacting the names of current and former employees), including: (1) large sets of communications between employees including Slack records; (2) payroll data between January 10, 2022 and December 2024; (3) time card punch data (June 2022 to December 2024) for various supervisors who were paid by the hour; (4) information about the dates on which relevant employees worked; (5) Plaintiff's personnel file; (6) various employment policies; and (7) other documents. Plaintiff also produced 1,000 pages of his own records.

7. I retained someone with decades of experience in finance and data analysis to create a report in spreadsheet form that measured the date and time individual Slack messages were sent and received by individual supervisors. This helped determine whether individual messages were sent or

1 received by supervisory employees paid on an hourly basis off their designated shift, during rest periods,
2 and during meal periods rather than regular on-the-clock periods. I also thoroughly investigated pay
3 periods and pay dates.

4 8. The parties responded to written discovery. Plaintiff stated in response to several
5 interrogatories that a requirement of his position was “relentless servant leadership” and explained why.
6 Attached hereto as **Exhibit D** is a true and correct copy of excerpts of special interrogatory responses.

7 9. Plaintiff took Cailin Farage’s deposition on January 8, 2025. She served as the human
8 resources director for Farage. April Farage’s deposition, combined with the deposition of the person
9 most knowledgeable of FFCLLC, was taken on April 23, 2025. Both defense witnesses appeared
10 forthcoming and engaging.

11 10. The parties then agreed to a full day of mediation with Claudia Hagadus Long, an
12 experienced mediator, in June 2025. Ms. Long works for ADR Services and has mediated over 2,500
13 cases in more than a decade of service as a mediator. Towards the end of the afternoon on June 19,
14 2025, the parties entered into a Memorandum of Understanding. After mediation, the Parties engaged in
15 further negotiations to finalize the settlement. The PAGA Settlement Agreement was signed on July 28,
16 2025. On the same day, a companion agreement, the Individual Settlement Agreement, was signed to
17 resolve Plaintiff’s individual claims. Attached hereto as **Exhibit E** is a true and correct copy of the
18 PAGA Settlement Agreement.

19 11. Assuming the stacking of all alleged penalties for rest period violations is permitted and
20 that each supervisor missed meal periods on every shift, the penalties would amount to \$2,639,700. This
21 amount is calculated assuming six hourly supervisory employees worked on every day the restaurant is
22 open multiplied by the number of days since June 15, 2022, the start of the PAGA Period (838). (See
23 Exhibit C, above.) The product is 7,542 PAGA violations. These calculations assume the base penalty
24 amount rather than the one for subsequent violations under each chart. The rationale for using the one
25 for the first violation is that courts have often employed the lower number applicable to initial violations
26 until the employer receives notice of an unlawful practice. This assumes initial violations only because
27 courts typically award the higher, subsequent amount after the employer has notice (which was on June
28 15, 2025 per the PAGA notice). Defendants appear to have made some changes relatively quickly

thereafter (starting in August 2023). Thus, The following chart illustrates the penalty calculations:

Statutes Allegedly Violated	Cause of Action	Statute providing for penalty	Effectuated Employees per day	Number of days	Number of violations	Amount of Penalty	Total Penalty in dollars
LC § 226.7	5th	LC § 2699	9	838	7,542	\$100	\$754,200.00
LC § 512.1	6th	LC § 558	9	838	7,542	\$50	\$377,100.00
LC § 1197.1	7th	LC § 1197.1(a)	9	838	7,542	\$100	\$754,200.00
LC § 226	8th	LC § 2699	9	838	7,542	\$100	\$754,200.00
Total:							\$2,639,700.00

12. For meal periods, civil penalties calculated in the same way are \$3,771,000. The following chart illustrates the penalty calculations:

Statutes Allegedly Violated	Cause of Action	Statute providing for penalty	Effectuated Employees per day	Number of days	Number of violations	Amount of Penalty	Total
LC § 226.7	9th	LC § 2699	9	838	7,542	\$100	\$754,200.00
LC § 512	10th	LC § 558	9	838	7,542	\$50	\$377,100
LC § 512.1	11th	LC § 1197.1	9	838	7,542	\$100	\$754,200.00
LC § 1197	12th	LC § 558	9	838	7,542	\$50	\$377,100
LC § 510	13th & 14th	LC § 558	9	838	7,542	\$50	\$377,100
LC § 558 (WO No.5 Sect 11)	15th	LC § 558	9	838	7,542	\$50	\$377,100
LC § 1197.1	16th	LC § 2699	9	838	7,542	\$100	\$754,200
Total:							\$3,771,000

13. For off-shift work calculated this way, the amount is \$1,885,500. The following chart illustrates the penalty calculations:

Statutes Allegedly Violated	Cause of Action	Statute providing for penalty	Effectuated Employees per day	Number of days	Number of violations	Amount of Penalty	Total
LC § 1197	18th	LC § 558	9	838	7,542	\$50	\$377,100
LC § 510	19th	LC § 558	9	838	7,542	\$50	\$377,100
LC § 558	20th	LC § 558	9	838	7,542	\$50	\$377,100
LC § 1197.1	21st	LC § 1197.1	9	838	7,542	\$100	\$754,200
Total:							\$1,885,500

14. I calculated other violations. For the 17th Cause of Action relating to record-keeping violations, I assume there were 27 aggrieved employees (for the reasons discussed above). I multiplied that number by the penalty in Labor Code section 1174.1. The product is \$13,500. For the 22nd cause of action for violations of Labor Code section 203, I assumed 15 supervisory employees had left Defendants' employment. I multiplied that amount by \$100 (See Labor Code § 2699). The product is \$1,500. For the 23rd cause of action for violation of Labor Code section 226, I assumed any civil penalties awarded would be duplicative of those penalties awarded under the 8th cause of action. The total is \$15,000. The following chart illustrates the penalty calculations:

Other Violations	Cause of Action	Statute providing for penalty	Effectuated Employees		Number of violations	Amount of Penalty	Total
LC § 1174	17th	LC § 1174.1	27	0	27	\$500.00	\$13,500
LC § 203	22nd	LC § 2699	15	0	15	\$100.00	\$1,500
LC § 226	23rd	LC § 2699	27	26	702	\$100	\$0
Total:							\$15,000

15. Based on a review of supervisory employee's time records, some supervisors clocked out for breaks and others did not. Some supervisors texted off the clock. Others did not.

16. For the Labor Code section 204 Claim (the 24th Cause of Action), the maximum recoverable penalties are less – up to \$1,008,000. This assumes 66 pay periods between June 15, 2022 and September 5, 2025, and a violation each pay period with 120 employees for each pay period. Under

1 the penalty in Labor Code section 210, this yields \$1,008,000.

2 17. I recommend settlement. In my view, the PAGA Settlement Agreement provides a
3 substantial payment to aggrieved employees, one they may not receive should this case go to trial.
4 Indeed, the trial in this case promises to include some formidable defenses and proof could be long and
5 tedious. The undersigned is an experienced attorney who has prevailed in a number of trials and
6 arbitrations. That said, in his experience, from a Plaintiff's perspective, it only makes sense to go to trial
7 where the defendants lack substantial defenses and both liability and damages is not clouded by
8 uncertainty. In counsel's view, from this perspective, the settlement is fair and reasonable.

9 I declare under penalty of perjury of perjury under the laws of the State of California that the
10 foregoing is true and correct.

11 Dated: September 10, 2025

/s/ John Claassen

12 _____
13 John Claassen
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EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

CAMERON CRARY, an individual,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.
	)	
FARAGE FAMILY COMPANY, LLC;	)	STK-CV-UOE-2023-
APRIL FARAGE, an individual, and	)	0009637
DOES 1 through 10,	)	
	)	
Defendants.	)	
	)	

DEPOSITION OF CAILIN FARAGE
VIA ZOOM VIDEOCONFERENCE
Wednesday, January 8, 2025

REPORTED BY:

Theresa Nadeau, CSR No. 10526

Job No. 107310

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

CAMERON CRARY, an individual,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.
	)	
FARAGE FAMILY COMPANY, LLC;	)	STK-CV-UOE-2023-
APRIL FARAGE, an individual, and	)	0009637
DOES 1 through 10,	)	
	)	
Defendants.	)	
	)	

Deposition of CAILIN FARAGE, taken remotely via
Zoom videoconference, on behalf of Plaintiff, at 9:34
a.m. on Wednesday, January 8, 2025, before Theresa
Nadeau, Certified Shorthand Reporter No. 10526.

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APPEARANCES

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Also present:

Theoderic Cardenas, audiovisual technician
Cameron Clary
April Farage

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I N D E X

WITNESS	
CAILIN FARAGE	
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ZOOM VIDEOCONFERENCE

Wednesday, January 8, 2025, 9:34 a.m.-5:02 p.m.

CAILIN FARAGE,
a witness herein, after having been
administered the oath by the court
reporter, was examined and testified
as follows:

E X A M I N A T I O N

BY MR. CLAASSEN:

Q. Good morning. My name is John Claassen. I
represent Cameron Crary. You are Miss Farage; is that
correct?

A. Yes. Good morning.

Q. If I refer to you as Cailin, just to avoid
confusion, would that be okay today?

A. Yeah. That's perfect.

Q. Is anyone else with you in your room today? I
notice you're in maybe a personal residence or something
like that?

**A. Yes. Yes. I'm at my place, but just me in the
room.**

Q. Thank you. Is your cell phone on or off right
now?

1 the operational, making sure operations are running.
 2 She does leadership development. She stewards the
 3 business, whether it's financially, time, and she has
 4 like different partnerships she works with within the
 5 restaurant, outside the restaurant. Her scope is really
 6 big, so it's hard for me to define it.

7 Q. Is it accurate to say that she supervises
 8 directors?

9 A. Executive directors directly report to her.

10 Q. Is it also true that other directors receive
 11 direction from her?

12 A. Yeah. They receive direction. They can. We
 13 have different reporting relationships as well.

14 Q. Can you approximate the number of employees
 15 employed by the restaurant currently?

16 A. Currently, if I had to estimate, 120.

17 Q. Since 2022 has that number remained relatively
 18 constant?

19 A. What would the gap be, I guess, for -- I think
 20 it's ranged, give or take, maybe 20, 25.

21 Q. So is it your testimony that the employee count
 22 ranges somewhere between 95 and 120 employees?

23 A. I wouldn't say that's a hundred percent
 24 accurate, but the best estimate.

25 Q. You agree that the vast majority of those

1 employees are team members?

2 A. Yes.

3 Q. Are there also directors?

4 A. Yes.

5 Q. How many directors are on payroll at the
6 restaurant currently?

7 A. **Would that include executive directors?**

8 Q. Well, why don't we break it up. How many
9 executive directors are there?

10 A. **Currently we have three.**

11 Q. You're one?

12 A. Yes.

13 Q. Penny Mims is another?

14 A. Yes.

15 Q. Is Mims spelled with two Ms?

16 A. **M-i-m-s.**

17 Q. It's one M?

18 A. Yes.

19 Q. Is Pao the third director?

20 A. **Third executive director, yes.**

21 Q. Is that P-a-o?

22 A. **She goes by Pao, yes.**

23 Q. But I spelled her first name correctly?

24 A. **Her first -- her full first name is Paola,**
25 **P-a-o-l-a.**

1 Q. What's her last name?

2 A. **Valdovinos, V-a-l-d-o-v-i-n-o-s.**

3 Q. Are both Penny and Pao on salary currently?

4 A. **Yes.**

5 Q. How long have they been on salary?

6 A. **I don't know if I can give a date for that**
 7 **right now without looking back.**

8 Q. Do you agree that it's some time after 2023
 9 when they were placed on salary?

10 A. **Possibly. Well, after 2023 as in 2024.**

11 Q. Is it your testimony that they were placed on
 12 salary in 2024?

13 A. **No. I was wondering if that's the question, if**
 14 **that meant after 2023, you referred to 2024.**

15 Q. I guess maybe the way to ask it is following
 16 March of twenty -- was their change from hourly employee
 17 to salaried employee effectuated following the
 18 termination of Cameron Crary in March of 2023?

19 A. **I believe it was after March 2023.**

20 Q. How many other directors are there?

21 A. **Currently I believe there is one director.**

22 Q. Other than the three executive directors
 23 identified, you've said that there is one additional
 24 director beyond that?

25 A. **One director at the director level, yes.**

1 Q. How do your job duties differ from those of
2 Penny and Pao?

3 MR. ROSE: Objection, vague as to time. Go
4 ahead.

5 THE WITNESS: Right now maybe the areas that we
6 over -- oversee.

7 BY MR. CLAASSEN:

8 Q. What does Penny oversee?

9 A. Front-of-house operations.

10 Q. What does Pao oversee?

11 A. Back-of-house operations.

12 Q. The restaurant's open six hours a day, correct?
13 Or six days a week?

14 A. Yes, we're open six days a week.

15 Q. As executive directors do all three of you work
16 six days a week?

17 A. No, we are not scheduled six days a week.

18 Q. You said there's one additional director,
19 correct?

20 A. Yes.

21 Q. What's that person's name?

22 A. Her name is Juana Gutierrez.

23 Q. Would you spell it, please.

24 A. Juana, J-u-a-n-a. Gutierrez,
25 G-u-t-i-e-r-r-e-z.

1 Q. How long has Miss Gutierrez worked for the
2 company?

3 A. Since April Farage took over as owner operator,
4 I believe.

5 Q. When did April Farage take over?

6 A. July of 2019.

7 Q. When was Miss Gutierrez promoted to a director,
8 if she received a promotion?

9 A. In 2024.

10 Q. Was she a team leader before that?

11 A. She was an assistant director.

12 Q. What is Miss Gutierrez' area of responsibility?

13 A. Right now I believe she is director of kitchen.

14 Q. Is that -- does she report to Pao?

15 A. Yes.

16 Q. Pao is back of house and the director of
17 kitchen is back of house too?

18 A. Yes.

19 Q. Is there more to back of house than just the
20 kitchen?

21 A. In what sense?

22 Q. Well, are there other -- are there people that
23 don't report to Miss Gutierrez?

24 A. No, not in the back of house. I don't know if
25 I would say they necessarily all report directly to Miss

1 Gutierrez either.

2 Q. What does Miss Gutierrez do?

3 A. She supports Paola in back-of-house operations,
4 I would say working with team leaders, ensuring food
5 safety. Just really helps with operations of it all.

6 Q. Is it fair to say that her role hasn't changed
7 much after she was promoted to assistant director? She
8 still reported to Pao?

9 A. Change in what sense?

10 Q. It seems like her responsibilities didn't
11 necessarily increase upon her promotion from assistant
12 director.

13 A. She -- when she was assistant director, she
14 oversaw a certain area. I would have to look back as we
15 had three assistant directors and they had different
16 areas that they -- different focuses that they had
17 within their position. So I would say her
18 responsibilities increased when she was promoted.

19 Q. How many assistant directors are there
20 currently?

21 A. Currently we have two.

22 Q. Who are they?

23 A. Well, currently one. Sorry. Because Juana was
24 promoted. We have Aaron Sysouvanh.

25 Q. Can you spell that?

1 A. He is hourly. I know I did say we had two
2 assistant directors then I went to one, but we do have
3 two. We just recently promoted within the last few
4 months another assistant director.

5 Q. What's that person's name?

6 A. Her name is Telma Delgadillo. It's T-e-l-m-a,
7 last name is D-e-l-g-a-d-i-l-l-o.

8 Q. You said she was promoted?

9 A. Yes.

10 Q. Was she a team leader before?

11 A. I believe she was a senior team leader.

12 Q. Is there a policy that assistant directors are
13 hourly versus salaried?

14 MR. ROSE: Objection, vague as to time. Go
15 ahead.

16 THE WITNESS: I'm not sure what you mean by
17 policy. All of our assistant directors are hourly.

18 BY MR. CLAASSEN:

19 Q. Do you have an understanding as to how many
20 days per week April Farage is on site?

21 A. It varies.

22 Q. What are some of the factors that changes how
23 much time she spends on site there?

24 MR. ROSE: Objection, vague as to time and
25 calls -- lacks foundation, calls for speculation.

1 Q. Do you have access to that form right now?

2 A. Yes, I do.

3 MR. CLAASSEN: Is there a chance I can get it
4 e-mailed to me, Mr. Rose?

5 MR. ROSE: The form that -- what form are you
6 looking for?

7 MR. CLAASSEN: I think she was just referring
8 to a screen shot the team leader provided showing that
9 the offsite system for submitting time punch adjustments
10 wasn't working.

11 MR. ROSE: Oh, the message from the team
12 member.

13 MR. CLAASSEN: Correct.

14 MR. ROSE: Got it. Okay. Well, why don't we
15 take a break and I'll talk to Cailin about it, and then
16 we'll get back on and continue.

17 MR. CLAASSEN: Five minutes enough?

18 MR. ROSE: Hope so. Be back at 12:45.

19 MR. CLAASSEN: Sounds good.

20 (Break taken.)

21 MR. ROSE: Go ahead, Cailin.

22 THE WITNESS: I looked through everything, my
23 text messages and Slack, and I couldn't find anything,
24 and I don't remember the date or time frame it was or
25 what team member it could have been. I just know it

1 from my recollection. It was just a screen shot of the
2 form, just some issues, and then I think it just was
3 their connectivity or something. It wasn't anything
4 wrong with the actual form when I checked it out.

5 BY MR. CLAASSEN:

6 Q. Did you check it out?

7 A. Check when they sent me it?

8 Q. I'm sorry. Let me ask a different question,
9 because I think I misunderstood you. Talking about the
10 time punch adjustments, you've always, or at least
11 recently, been paid by the -- paid by salary, correct?
12 As you said?

13 A. Yes. Yes. I'm on salary.

14 Q. And you would agree that you've personally had
15 no reason to really interact with the remote time punch
16 adjustment platform, correct?

17 A. Correct. For myself, yes.

18 Q. Have you had other experience helping people
19 through that platform?

20 A. Are we talking about the point of sale or the
21 time punch adjustment form that is through Jot Form?

22 Q. So --

23 A. Sorry. I'm talking about Jot Form, so I think
24 maybe we're mixed up.

25 Q. Well, what does Jot Form apply to?

1 A. Jot Form is where we hold our forms that team
2 members are able to fill out and sign. So we have a
3 time punch adjustment form, we have our leave request
4 form and we have our break violation form on it along
5 with some other ones.

6 Q. Is Jot Form what's used when team members are
7 remote and can't use the point-of-sale system to clock
8 in and clock out?

9 A. Remote in what sense?

10 Q. Well, if somebody is offsite and needs to
11 submit a time punch adjustment or something of the like.

12 A. There's a QR code in the restaurant that it's
13 usually filled out through.

14 Q. So are you saying for the most part people come
15 back to the restaurant, say a day later, to fill out the
16 time punch adjustment or using the QR code?

17 A. Yeah. There's a QR code. I think it can vary.
18 They can access it, yeah, the day of if they're in the
19 restaurant, the day after. They have access to it, you
20 know, whenever it's available.

21 Q. Is that the only method people use to report
22 offsite work, if there is any?

23 A. No. I wouldn't say it's the only method.

24 Q. What are other methods?

25 A. Communicating with me.

1 paragraph three?

2 **A. They can be, yes.**

3 Q. I'd like to draw your attention to paragraph
4 12. 12 relates to paydays, correct?

5 **A. Yes.**

6 Q. Do I read this correctly and is it correct that
7 paydays are on every other Thursday?

8 **A. Yes.**

9 Q. Has that changed over time, ever, or has it
10 always been the case to the best of your recollection?

11 **A. To the best of my recollection, yes, Thursdays.**

12 Q. It's always been Thursdays.

13 **A. To my, yeah, recollection and, yeah, since I**
14 **have submitted payroll, yes, except for any holidays,**
15 **maybe, that's a local or a bank holiday.**

16 Q. So section 12 doesn't talk about pay periods.
17 Do the pay periods vary based on your knowledge?

18 **A. Can you expand upon --**

19 Q. Well, it seems like there's a fixed payday. Am
20 I accurate in saying there's no fixed pay period for,
21 say, the first part of the month and the second part of
22 the month?

23 **A. Payroll periods consist -- at this time they**
24 **were a Sunday to the following Saturday was our payroll**
25 **periods.**

1 A. Pay stubs.

2 Q. Anything else?

3 A. Any messages that provided that let me know of
4 any violation when they didn't receive a 30-minute meal
5 break or were denied a rest break or any errors that I
6 caught on time detail reports such as Miss Irene's
7 working past her fifth hour.

8 Q. Do you agree that time punch adjustments
9 throughout the period of time when Cameron Crary worked
10 for Farage needed to be approved by you?

11 A. They were sent to me and I handled the
12 adjustments.

13 Q. Do you agree that there is a place for
14 approval?

15 A. Jot Form has a, like, functionality that has
16 approvals, but there's no time adjustments that have
17 ever been denied.

18 Q. So your testimony is no time adjustments,
19 period, have been denied?

20 MR. ROSE: Objection, asked and answered. That
21 was her testimony. Go ahead and answer, if you
22 understand the question.

23 THE WITNESS: Yes. Yeah, what I said, all
24 forms that have been submitted of any timekeeping
25 adjustments have been approved.

1 I have read the foregoing transcript, and I
2 declare under penalty of perjury the testimony therein
3 to be true and correct, along with whatever changes I
4 have made thereon.

5 Executed this _____ day of _____ ,
6 2025 at _____ , California.

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CAILIN FARAGE

EXHIBIT B

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

CAMERON CRARY,)
)
Plaintiff,)
) Case No.
vs.) STK-CV-UOE-2023-
) 009637
FARAGE FAMILY COMPANY, LLC,)
APRIL FARAGE, an individual,)
and DOES 1 through 10,)
)
Defendants.)
_____)

DEPOSITION OF

CAMERON CRARY

APPEARING VIA VIDEOCONFERENCE

OCTOBER 30, 2024

Reported by: RENAE E. LOPEZ, CSR No. 12142
Zoom Web Conference, San Diego, California
File No. 6943880

Page 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

CAMERON CRARY,)
)
Plaintiff,)
) Case No.
vs.) STK-CV-UOE-2023-
) 009637
FARAGE FAMILY COMPANY, LLC,)
APRIL FARAGE, an individual,)
and DOES 1 through 10,)
)
Defendants.)
_____)

DEPOSITION OF CAMERON CRARY, a witness
herein, taken on behalf of the Defendants,
all parties appearing via videoconference,
at 9:35 a.m., on Wednesday, October 30, 2024,
before Renae E. Lopez, CSR 12142.

1 APPEARANCES OF COUNSEL:
2 (All parties appearing via videoconference)
3 For Plaintiff:
4

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12 916.273.1260
joe@joeroselaw.com

13
14 Also Present: Carrie Rapaport, Videographer
15 April Farage
Cailin Farage
16
17
18
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I N D E X

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EXAMINATION BY	PAGE
MR. ROSE	8

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REPORTER REMOTELY FROM SAN DIEGO, CALIFORNIA

WEDNESDAY, OCTOBER 30, 2024

9:35 A.M.

* * *

THE VIDEOGRAPHER: Good morning,
ladies and gentlemen. We are going on the video
record at 9:35 a.m. on Wednesday, October 30th,
year 2024.

09:36

This is Media Unit 1 of the video
recorded deposition of Cameron Crary, taken by
counsel for the defendants, in the matter of
Cameron Crary versus Farage Family Company, LLC, et
al., filed in the Superior Court of the State of
California, County of Stanislaus, Case Number
STK-CV-UOE-2023-0009637.

09:36

My name is Carrie Rapaport. I'm the
videographer from the firm Veritext. I am a notary
public. I'm not related to any party in this
action, nor am I financially interested in the
outcome.

09:36

Please note this deposition is being
conducted remotely, using virtual technology. What
is seen from the witness and heard on the screen is

09:37

1 to you in writing?

2 A. Yes.

3 Q. Okay. Did anyone from FireSeed make
4 any promises to you about the job offer, that were
5 not contained in writing? 10:28

6 A. Not that I'm aware of, no.

7 Q. Okay. I just want to follow up on
8 your statement that you have a servant leadership
9 management style. Tell me what is meant by that.

10 A. Servant leadership, to me, is just 10:28
11 going to any extent or length to support your team,
12 somebody that's just willing to -- to jump in, be
13 hands on, and relentlessly serve your -- your team.

14 Q. And tell me about what does it mean
15 to -- to "relentlessly serve your team," in your 10:29
16 own words?

17 A. It would be to -- to do anything to
18 support them, to do anything that the restaurant
19 needed to -- it really just means to support and
20 work alongside of -- of the team and mentor them, 10:29
21 rather than hover over them and tell them -- and be
22 a dictator, which that's not servant leadership at
23 all.

24 Q. Okay. Mentor them, work alongside of
25 them, not -- but not be a dictator? 10:29

1 A. Correct.

2 Q. Would relentless support include
3 violating company policy?

4 A. No.

5 Q. Would relentless support include 10:30
6 violating State law?

7 A. No.

8 Q. And would relentless support involve
9 violating federal law?

10 A. No. 10:30

11 Q. Okay. Let's change topics just for a
12 minute. I'm going to share my screen and show you
13 the deposition notice for today, which is marked as
14 Exhibit A to the deposition. I'll put this up for
15 you to review. 10:31

16 Mr. Crary, are you able to see the
17 deposition notice on your screen?

18 A. Part of it, yes.

19 (Defendants' Exhibit A was
20 marked for identification.) 10:31

21 BY MR. ROSE:

22 Q. Okay. So this is the -- I don't know
23 if it's more helpful for you -- for me to zoom in
24 or zoom out. Zooming in is bigger, zooming out,
25 you see more of it at the same time. Tell me, what 10:31

1 is your preference?

2 A. Zoomed out looks pretty good.

3 Q. Okay. So this is the deposition
4 notice that I sent to your attorney to get us all
5 gathered here today on video. Have you seen this 10:31
6 deposition notice before today?

7 A. Very briefly, and it was just from my
8 lawyer.

9 Q. Okay. Well, don't disclose anything
10 your lawyer told you. I don't want to know about 10:32
11 that, but were you able to look at this section of
12 the notice that I've just highlighted, documents to
13 be produced by deponent, when you received this and
14 looked at it?

15 A. Yes. 10:32

16 Q. Okay. And in this section, we
17 request three categories of documents. Did you see
18 those categories?

19 A. Yes.

20 Q. The first category is "Plaintiff 10:32
21 Cameron Crary -- Crary's current professional or
22 occupational resumé. Do you have a resumé that's
23 current?

24 MR. CLAASSEN: And, for the record,
25 we produced one resumé with the production that was 10:33

1 sent to you via email a while ago.

2 MR. ROSE: Okay. Great. I received
3 that at 9:38 a.m. Thank you, John, and I responded
4 to acknowledge that. I just haven't had a chance
5 to review it yet, since we've been in the middle of 10:33
6 the deposition. It looks like we received -- let
7 me see what we received.

8 Can you see this, that I've just
9 added to the screen share, which is -- it looks
10 like a phone bill on Page 1 or part of a phone 10:33
11 bill, or no?

12 A. Yes, I can see that.

13 Q. Okay.

14 MR. CLAASSEN: And, for the record,
15 those were designated as confidential under the 10:34
16 protective order, so I'm not sure -- I think I'd
17 like those to remain confidential on the
18 transcript, but generally, if you're just asking
19 questions about it, I don't think it needs to be a
20 separate transcript. I mean, if you're just asking 10:34
21 general questions, rather than specific questions
22 about phone numbers and the like.

23 MR. ROSE: Okay. Well, maybe at some
24 point, we'll go off the record and talk about what
25 your desire is, relating to how I approach 10:34

1 "Scheduled staff hours and allocated resources to
2 maximize team member performance," you did that?

3 A. To the best of my ability, I tried
4 to. With the staffing issues that we had, and the
5 constant call-outs that we had, and me trying to 11:30
6 find coverage to ensure that the operation was --
7 could run as smoothly as possible, I would say yes,
8 I did.

9 Q. Okay. And one of those
10 responsibilities included managing employees' 11:31
11 breaks?

12 A. Correct.

13 Q. What was your understanding of the
14 company policy regarding employees' meal breaks,
15 unpaid meal breaks? 11:31

16 MR. CLAASSEN: Object on the grounds
17 it's vague. Are you talking about supervisory
18 employees or non-supervisory employees?

19 BY MR. ROSE:

20 Q. Okay. I'll rephrase. For the 11:31
21 employees, where you scheduled staff hours and
22 allocated resources to maximize -- maximize team
23 member performance, what was your understanding of
24 what your responsibility was, relating to those
25 employees' unpaid meal periods? 11:31

1 Q. And authorizing and permitting them
2 to take paid rest breaks when required?

3 A. Resting breaks, you're referring to
4 ten-minute breaks, or --

5 Q. Correct. 01:04

6 A. That is correct.

7 Q. Okay. So now, just curious, a little
8 bit more than curious, when I look at this resumé
9 that you produced this morning through your
10 attorney, I don't see any reference to the Avenue 01:04
11 in Stockton from May to December, 2020, and I see
12 that you referenced that you were with Lazy Dog
13 until December of 2021 instead of May of 2020, as
14 reflected on Farage 099. Do you have any
15 understanding as to why the Avenue was omitted from 01:05
16 the resumé that you produced this morning?

17 A. No, I do not.

18 Q. Okay. Do you have any understanding
19 as to why the Lazy Dog Restaurant and Bar in
20 Roseville list -- is showing you as having been 01:05
21 employed through December of 2021?

22 A. No, I don't. I may have gotten
23 the -- the dates mixed up, and the years. I'm --
24 I'm not one hundred percent sure.

25 Q. Were you employed until December, 01:05

1 2021 at Lazy Dog Restaurant in Roseville?

2 A. I -- I don't recall it. That was a
3 while ago.

4 Q. Okay. But you're certain you were
5 employed at the Avenue from May of 2020 until 01:06
6 December of 2020?

7 A. I'm not exactly sure or confident in
8 saying yes or no on the dates, but I was -- I will
9 say yes, I was employed there.

10 Q. Was there ever a time where you were 01:06
11 working both at the Avenue on the Mile in Stockton
12 and simultaneously at Lazy Dog Restaurant and Bar
13 in Roseville?

14 A. No.

15 Q. Okay. All right. Let me open up a 01:06
16 new document. When you were hired by the
17 company -- I'm showing you now what's been marked
18 as Exhibit D, as in David for the exhibit for
19 deposition. This is a 59-page document. It's
20 marked Farage 027 through Farage 085. And on Page 01:06
21 1, it says "Chick-fil-A at March Lane at I-5 Team
22 Member Handbook, Stockton, California, Effective
23 February, 2020." Are you with me on that?

24 A. I can see that, yes.

25 (Defendants' Exhibit D was 01:07

1 marked for identification.)

2 BY MR. ROSE:

3 Q. Okay. Do you recognize this
4 document? And as before, I'll page through it as
5 long as you like so that you can see each page, as 01:07
6 slowly as you like.

7 A. I don't remember. Was -- when you're
8 asking me if I've seen this document, was it before
9 or after the lawsuit had been filed?

10 Q. My question was, do you recognize 01:08
11 this document?

12 MR. CLAASSEN: Are you done scrolling
13 through it?

14 BY MR. ROSE:

15 Q. I don't -- I'm just trying to scroll 01:08
16 in case he wants to keep looking at any given page.
17 I'll do whatever you'd like so that I can aid you
18 in -- in understanding it. Would you like me to
19 continue to scroll, Mr. Crary?

20 A. Yes, please. So, Mr. Rose, on that 01:08
21 document, it says "2020"; correct?

22 Q. Page 1 says "Effective February,
23 2020."

24 MR. CLAASSEN: Can I see the last
25 page of the PDF? 01:10

1 MR. ROSE: Yes.

2 MR. CLAASSEN: Okay. I just wanted
3 to make sure there weren't two documents combined.
4 That can happen sometimes, so --

5 MR. ROSE: Sure. 01:10

6 MR. CLAASSEN: Okay.

7 THE WITNESS: I don't remember
8 receiving -- or receiving this document, but I will
9 say that that is my signature.

10 BY MR. ROSE: 01:10

11 Q. That is your signature on -- on
12 Farage 084, that we're looking at now?

13 A. Correct.

14 Q. Okay. And is this your email
15 address, or was it at the time of -- on January 01:10
16 5th, 2022, CameronCrary@Yahoo.com?

17 A. I believe so, yes.

18 Q. Okay. When you were onboarded by
19 Farage Family Company, you were provided onboarding
20 documents through an electronic signing service 01:11
21 called DocuSign; correct?

22 MR. CLAASSEN: Calls for speculation.

23 BY MR. ROSE:

24 Q. You can answer the question,
25 Mr. Crary. 01:11

1 A. I don't remember the platform that
2 specifically was used for me to sign those
3 documents.

4 Q. Okay. Were you provided with
5 documents, onboarding documents to sign 01:11
6 electronically?

7 A. According to this, yes.

8 Q. Well, do you remember whether you
9 were sent documents to commence your employment
10 with Farage Family Company, by electronic means? 01:11

11 A. I do, but I don't remember which
12 documents exactly they were, or all of the
13 documents that they were.

14 Q. Okay. And you were asked to review
15 and sign them, the documents you received then at 01:11
16 the time of onboarding; right?

17 MR. CLAASSEN: Objection, calls for
18 speculation. If you've got a particular document
19 that says that, you can answer that question.

20 BY MR. ROSE: 01:12

21 Q. Go ahead, Mr. Crary, you can answer
22 the question.

23 A. Do you want to repeat the question?

24 Q. When you were hired by Farage Family
25 Company, you were sent the -- you were sent several 01:12

1 documents electronically to -- for review and
2 signature?

3 MR. CLAASSEN: That's a statement,
4 not a question, but --

5 THE WITNESS: I'm not sure if it was 01:12
6 sent by April, or if it was sent from FireSeed, so
7 I'm going to say no.

8 BY MR. ROSE:

9 Q. Okay. So how were you onboarded as
10 an employee with Farage Family Company, insofar as 01:12
11 signing necessary onboarding papers?

12 A. I know it was electronically, but I
13 don't know if it was through FireSeed or from
14 Family Farage, LLC (sic), and I also don't know the
15 platform that we used it on, or that I allegedly 01:13
16 signed these documents on.

17 Q. You don't, though, dispute that you
18 signed this document electronically on January 5th,
19 2022, do you?

20 A. That looks like my signature. 01:13

21 Q. Okay. So you agree with me that you
22 signed this document on January 5th, 2022, by
23 electronic means?

24 A. Yes.

25 Q. Okay. And during your employment 01:13

1 with Farage Family Company, did you know that the
2 company had a team member handbook?

3 A. I can't say that I do.

4 Q. Okay. Not sure, one way or the
5 other?

01:14

6 A. Correct.

7 Q. Okay. So did you know whether the
8 company had a -- a written policies manual of any
9 kind, relating to its employees, while you worked
10 there?

01:14

11 A. I was never given a paper copy of it.
12 I do know that, but I honestly don't know.

13 Q. Okay. I'll ask, did you ever inquire
14 of anyone whether the company had operational
15 policies that would guide you in your
16 responsibilities as director of hospitality, while
17 you were in the employ of Farage Family Company?

01:14

18 A. Just the ones that I asked for, that
19 I -- or, like, if I asked for, like, a breakdown
20 of, like, our point system or something that
21 responded to day-to-day operations.

01:15

22 Q. Did you ever ask for any policies
23 relating to employee meal periods?

24 A. Any policies, or just any -- any
25 documents?

01:16

1 Q. Did you ever ask for any policies
2 regarding employee meal periods?

3 A. No, not that I can recall.

4 Q. Did you ever -- are you still seeing
5 the team member handbook on your screen, Mr. Crary? 01:16

6 A. I am.

7 Q. Okay. Did you ever ask for any
8 policies about employee ten-minute rest breaks?

9 A. When you -- when you're asking about
10 employee, or -- or can we differentiate which 01:17
11 employees you're specifically talking about?

12 Q. All of the employees that were under
13 your supervision, including yourself.

14 A. Well, it's difficult to answer,
15 because what we spoke about earlier, we -- the 01:17
16 drive-through was split, and front of counter was
17 split.

18 Q. So just to be clear, I'm -- my
19 question is about you -- you making any inquiries
20 about any policies relating to rest breaks. Did 01:17
21 you make any such inquiries, during your employment
22 with Farage Family Company?

23 A. Yes.

24 Q. Okay. Who did you inquire of?

25 A. I believe it was on March -- it 01:18

1 was -- it was my -- it was a couple days before my
2 termination date.

3 Q. Okay. And who did you ask?

4 A. April Farage.

5 Q. And what did you ask for? 01:18

6 A. I believe in the message, it stated
7 that there's an underwritten (sic) rule that we
8 work off the clock or if you message us, that we
9 respond, and then I was terminated.

10 Q. Okay. So the one instance you can 01:19
11 recall asking about rest breaks, policies for rest
12 breaks was a communication between you and April
13 Farage, wherein you said that there was an
14 unwritten rule that employees were expected to work
15 off the clock, and that was shortly before your 01:19
16 firing?

17 MR. CLAASSEN: Can you repeat the
18 question?

19 BY MR. ROSE:

20 Q. Yeah, the one instance that you 01:19
21 recall asking about policies relating to employee
22 rest breaks was two days before your termination,
23 when you communicated with April Farage, in which
24 you told her you believe there was an unwritten
25 rule that employees must work off the clock; is 01:19

1 that correct?

2 MR. CLAASSEN: Objection, misstates
3 prior testimony.

4 BY MR. ROSE:

5 Q. Is that correct, Mr. Crary? 01:20

6 A. I honestly don't know.

7 Q. Okay. Can you think of any other
8 instances, other than that one instance in the
9 communication between you and April two days before
10 you were fired, where you asked for any written 01:20
11 policies or any policies about rest breaks?

12 A. Yes, about -- there was a QR code,
13 and -- at the restaurant where you could submit
14 time punches. I do remember asking Pao how to do
15 that, because nobody had showed me how to do that. 01:21

16 Q. Okay. And do you remember when that
17 request was made?

18 A. I would say fairly early on in my --
19 during my employment.

20 Q. And what was the QR code connected 01:21
21 to?

22 A. It was connected to Jotform.

23 Q. Okay. And what is Jotform?

24 A. I believe it's a web-based app that
25 was created, I'm not sure if it was by Cailin or 01:21

1 April, to submit time punches if we had missed a
2 break or not, but we would never receive
3 confirmation if the adjustment was actually
4 corrected or not.

5 Q. So you learned from Pao that there's 01:22
6 a QR code that you could use to access Jotforms, in
7 order to submit notification of a time punch
8 adjustment, is that -- am I correct in
9 understanding what you just told me?

10 A. Correct. 01:22

11 Q. Okay. And you learned that fairly
12 early in your employment?

13 A. Correct.

14 Q. Okay. Were you ever able to use that
15 QR code to access Jotform to submit any time punch 01:22
16 adjustments for yourself?

17 A. I was, but there are many times that
18 an error code would pop up, and it wouldn't go
19 through, and if I wasn't in -- on-site or at the
20 restaurant, I didn't have access to submit a time 01:23
21 punch adjustment, so I would have to remember if --
22 if -- let's just say theoretically, I was off
23 Sunday and Monday, I would have to remember on
24 Tuesday to -- to make sure that that got submitted,
25 without any type of notification that had it gone 01:23

1 through or that they had received it.

2 Q. Okay. Let me show you what I think
3 you're talking about, but you can tell me if I'm
4 correct. I'm showing -- tell me if you see it.

5 This is an 81-page document that was previously 01:23
6 produced, beginning Farage 156 through Farage 236,
7 and this was produced in -- April 17, 2023.

8 The first page shows time punch
9 adjustment with a date of January 28, 2022. Do you
10 see that as well? 01:24

11 A. I do.

12 Q. Okay. Have you ever -- do you
13 recognize this document?

14 MR. CLAASSEN: Excuse me, are you
15 marking this as an exhibit? 01:24

16 MR. ROSE: Yes, I'm sorry. This is
17 Exhibit Q. It's out of sequence, because we're on
18 this topic. Q, as in queen.

19 (Defendants' Exhibit Q was
20 marked for identification.) 01:24

21 MR. CLAASSEN: Thank you. And just
22 for the record, again, and it's Farage what page to
23 what page?

24 MR. ROSE: Farage 156 through 236.

25 THE WITNESS: To answer your 01:25

1 question, I do not remember ever seeing that until
2 after the lawsuit was filed.

3 BY MR. ROSE:

4 Q. Got it. All right. So this data
5 here shows a date of submission, a date of time 01:25
6 adjustment. It says "What is the reason for your
7 adjustment? What was your scheduled shift? What
8 is the time adjustment that is needed? Did you
9 receive all of your breaks for your scheduled
10 shift?" And then a signature, and then there's an 01:25
11 approval activity history below that. Did I read
12 that correctly?

13 A. I do have a question. So when it
14 says "Did you receive all of your breaks?" it
15 doesn't specify if that was a ten-minute rest break 01:25
16 or a meal break.

17 Q. So -- okay. I -- I understand
18 your -- your point there. I read that to mean all
19 of those, meaning meals and rest breaks.

20 A. Okay. 01:26

21 Q. Did you -- does this -- do -- do
22 these data points on the left column of this page
23 comport with the data points that you would submit
24 in the time punch adjustment report submitted
25 through Jotforms when you submitted them during 01:26

1 your employment there?

2 MR. CLAASSEN: I object, on the
3 grounds that the question calls for speculation.

4 THE WITNESS: Is there -- is there a
5 way that we can scroll through those documents to 01:26
6 see what time punch adjustments were approved, and
7 if there were any that were unapproved?

8 BY MR. ROSE:

9 Q. Right now, I'm asking you about what
10 was in the Jotform. I'm happy to scroll through 01:26
11 this document after this question is over, but
12 right now, my question is simply what were the data
13 points that you submitted in the Jotform?

14 A. Those data points -- and when you're
15 referring to data points, it's everything on the 01:27
16 left, so name, date of submission, date of time
17 adjustment; correct?

18 Q. Yes. So, for example, did the
19 Jotform ask for your name?

20 A. It did. 01:27

21 Q. And did the Jotform ask you to put a
22 date of submission?

23 A. It did.

24 Q. And a date of time adjustment?

25 A. Correct. 01:27

1 Q. And did the Jotform ask you to state
2 a reason for the adjustment?

3 A. Correct.

4 Q. And did the Jotform ask what your
5 scheduled shift was, the time the adjustment was 01:27
6 needed?

7 A. Yes.

8 Q. And did the Jotform ask you to
9 describe what adjustment was needed?

10 A. Yes. 01:28

11 Q. And did the Jotform ask whether you
12 received all of your breaks for your scheduled
13 shift?

14 A. Yes.

15 Q. And did the Jotform ask you to sign 01:28
16 the form, before submitting it?

17 A. It did.

18 Q. Okay. And so do you recall whether
19 the problem -- the question, did you receive all
20 your breaks for your scheduled shift was a 01:28
21 drop-down menu, yes or no, or was it something that
22 you would type in, if you remember?

23 A. I -- I don't remember, but what I do
24 remember is I also know that team members would get
25 in trouble if we didn't take our full 30-minute 01:28

1 breaks, and if we also didn't take our ten-minute
2 resting breaks. So I would put "yes," as after
3 receiving a performance improvement plan that
4 stated I had to relentlessly serve the team, and
5 that I also wasn't able to be reached, which 01:29
6 impacted other directors, while I was off the
7 clock, when April implicitly said that -- she said
8 that my team couldn't reach me, and basically that
9 my job was at jeopardy. So I felt that I had to
10 put "yes"; otherwise, I would have lost my job. 01:30

11 Q. Okay. So you were falsely putting
12 "yes," when the true answer was "no"?

13 MR. CLAASSEN: I object, on the
14 grounds that the question is argumentative.

15 BY MR. ROSE: 01:30

16 Q. You can answer, Mr. Crary.

17 A. I felt like I was being -- I was in
18 fear of losing my job, so I put "yes."

19 Q. And that was false?

20 MR. CLAASSEN: I object on the 01:30
21 grounds that it's argumentative. Quit badgering
22 the witness.

23 BY MR. ROSE:

24 Q. You can answer, Mr. Crary. This
25 isn't badgering. I'm just trying to find out if 01:30

1 the information you were communicating to
2 management was true or false, in reference to what
3 you were telling them about your breaks.

4 A. It was false, because I was scared of
5 losing my job. 01:31

6 Q. Okay. And then did you make any
7 other false entries into the time punch adjustment
8 forms, for any reason?

9 A. Not that I can think of, no.

10 Q. Were you ever told, by anyone, that 01:31
11 if you were to truthfully report that you didn't
12 receive your breaks, that you would be fired?

13 A. April told me that I had to
14 relentlessly serve our team in my perform and
15 action plan, so yes. 01:31

16 Q. But saying that you needed to
17 relentlessly serve the team, that's the way that
18 April communicated to you that she expected you to
19 not take your breaks?

20 A. I had to serve the team at all costs. 01:32

21 Q. And that's the way that she
22 communicated to you, you believe, that you couldn't
23 take breaks?

24 A. Yes, and then there's also time
25 records of it too, showing that I did not take my 01:32

1 breaks that were being monitored by them. When I
2 say "them," it was Cailin, and I'm assuming April
3 also looked at those.

4 Q. You assume that, without knowing it?

5 A. I know Cailin was looking at them for 01:32
6 sure.

7 Q. I'm saying you assume that April was
8 looking at them? You don't know for sure?

9 A. I'm not one hundred percent, but I
10 know that they were looked over by Cailin. 01:32

11 Q. Okay. Did you tell Cailin that any
12 time you don't take a meal break, that you let her
13 know?

14 A. There were a couple of occasions
15 where I did, yes. 01:33

16 Q. Okay. But you told her that any time
17 you don't take a meal break, you let her know?

18 MR. CLAASSEN: I object, on the
19 grounds the question calls for speculation. If
20 you've got a document to put in front of him, 01:33
21 you're -- maybe it would be most helpful to put it
22 in front of him.

23 MR. ROSE: I don't have a document
24 right now on this point. I may later.

25 Q. But right now, the question is, you 01:33

1 told Cailin Farage --

2 MR. CLAASSEN: I think you're trying
3 to trip him up, and I'm not going to have my
4 client -- it's for -- being placed in front of a
5 question-and-answer game regarding events that 01:33
6 happened two years ago. So if you've got a
7 document to put in front of him, I think you're --

8 MR. ROSE: I don't think I have to
9 ask -- ask questions in a specific way. I think
10 I'm allowed to ask about his memory of events, and 01:34
11 he can answer.

12 Q. So the question remains, did you tell
13 Cailin Farage that any time you don't take your
14 meal periods, you let her know?

15 A. Yes, there were a few times that I 01:34
16 did let her know that I was on break, because we
17 had a call scheduled, or if something was going on,
18 but if you also correlate that with this Slack
19 messages, you can also see that I'm working through
20 my 30-minute break because that was the only time 01:34
21 that I had to get caught up on emails or Slack
22 messages.

23 Q. You believe that Cailin Farage was
24 able to do her job, while monitoring when you took
25 your meal periods and communicated by Slack? 01:34

1 A. She was with others, as I -- I had --
2 I had to give out write-ups with points, so she was
3 monitoring time records.

4 Q. Right. Do you think she was capable
5 of doing that with perfection, without knowing from 01:35
6 you that you had missed a meal break?

7 MR. CLAASSEN: I object, on the
8 grounds that the question calls for speculation.

9 BY MR. ROSE:

10 Q. Okay. Well, you're talking about the 01:35
11 fact that Cailin notified other people that they
12 were not taking their breaks. Am I getting that
13 right?

14 A. When you say "people," are you
15 referring to directors and shift leads, or -- 01:35

16 Q. Whoever you just mentioned. You told
17 me -- it sounds like what you're telling me, and
18 I'm not trying to be argumentative or trick you up,
19 or trip you up or be tricky. It sounds like what
20 you're telling me is that because Cailin sometimes 01:36
21 discovered that someone didn't take their break and
22 called it to someone's attention, that therefore,
23 it was her responsibility to monitor your breaks
24 always, even when you didn't report that you had
25 missed them, but maybe that's not what you're 01:36

1 saying. Help me understand what you're trying to
2 communicate, Mr. Crary.

3 MR. CLAASSEN: I object, on the
4 grounds that the form of the question is completely
5 argumentative and misstates prior testimony. 01:36

6 BY MR. ROSE:

7 Q. Okay. What did you believe your
8 responsibility was, with respect to notifying
9 management when you missed a meal period?

10 A. I didn't notify them, because I was 01:36
11 scared of -- I was fearful of losing my job.

12 Q. Okay. But did you -- did you think
13 that that was the company's expectation of you, to
14 not notify them?

15 A. I think the expectation of the 01:37
16 company was to serve relentlessly, and those are
17 April's words, and in order for me to do that, it
18 was to sometimes sacrifice.

19 Q. Okay. Well, let me -- let me go back
20 to the handbook. You mentioned you can't remember 01:37
21 whether you read it or not, I believe is what your
22 testimony was, but maybe this will refresh your
23 memory.

24 So I'm looking at Page 17 of the team
25 member handbook. I'm sorry, I'm looking at Page 16 01:38

1 of the team member handbook. I'm sorry, I'm
2 looking at Page 15 of the team member handbook,
3 which is Farage 045, and it's the section on meal
4 periods, and it says, "Meal periods, when you work
5 a shift of more than five hours, Chick-fil-A, March 01:38
6 Lane at I-5 provides you with at least a 30-minute
7 uninterrupted off-duty unpaid meal period before
8 the fifth hour of work, unless you work six hours
9 or less in a workday, and you and Chick-fil-A March
10 Lane at I-5 agree to voluntarily waive the meal 01:39
11 period. You should begin your meal period by no
12 later than the end of the fifth hour of work. You
13 are relieved of all of your work duties during your
14 meal period, and you are free to use your meal
15 period time for whatever purpose you desire. This 01:39
16 means you are -- that means you are not required to
17 stay at the restaurant. You are expected to return
18 to work promptly at the end of your meal period.
19 When you work a shift of more than ten hours,
20 Chick-fil-A March Lane at I-5 provides you with a 01:39
21 second 30-minute uninterrupted off-duty unpaid meal
22 period. The second meal period must begin before
23 the end of the tenth hour of work; however, if you
24 work more than ten hours in a day, not more than 12
25 hours, and you and Chick-fil-A March Lane at I-5 01:39

1 can agree to waive your second meal period if you
2 did not waive your first meal period. Each
3 nonexempt team member is required to record
4 accurately the time they begin and end each meal
5 period. Nonexempt team members must not perform 01:40
6 any work off the clock during meal periods. Any
7 time spent performing work during a meal period
8 must be reported and also reflected on your time
9 record. If, for any reason, you are not provided a
10 meal period, in accordance with our policy, or if 01:40
11 you are in any way discouraged or impeded from
12 taking your meal period, or from taking the full
13 amount of time allotted to you, please immediately
14 notify the owner/operator, director, or human
15 resources director. Any time you miss a meal 01:40
16 period that was provided to you, or you work any
17 portion of a provided meal -- meal period, you
18 should immediately report this to the
19 owner/operator, director, or human resources
20 director, and document the reason for the missed 01:41
21 meal period and required time to work. Any errors
22 on your timecard or pay stub should be reported
23 immediately to the owner/operator, director, or
24 human resources director. You will be required to
25 attest, physically sign off on your time punches 01:41

1 after each period when collecting your check. You
2 will also need to do so if you elect to receive
3 direct deposit."

4 Did you -- did I read that correctly?

5 A. You did. 01:41

6 Q. Have you ever read that section of
7 this document before today, but not in the context
8 of this litigation?

9 A. No, but I will say that there were
10 multiple times that I submitted time punch 01:42
11 adjustments, and they were not approved, and given
12 the time frame of opening to closing, at times,
13 there was -- there was no time to get caught up on
14 Slack messages, to see if any team members had
15 called out, in which I would reach out to try and 01:42
16 find coverage to make sure that the operation was
17 running as smoothly as possible. So that was the
18 only time I was able to sit down and get caught up
19 on those messages or emails.

20 Q. Let me show you what's been marked as 01:42
21 Exhibit N for the deposition.

22 MR. CLAASSEN: You said "N"?

23 MR. ROSE: N, as in Nancy.

24 Q. This is Farage 108, produced April
25 17, 2023. This is a screen shot of text messages 01:43

1 between yourself and Cailin Farage on October 31.

2 Do you see that?

3 A. I do not, Mr. Rose.

4 (Defendants' Exhibit N was

5 marked for identification.) 01:43

6 BY MR. ROSE:

7 Q. You're not seeing -- oh, I'm sorry.

8 Got to hit the share button. How about now?

9 A. Yes. Do you mind scrolling down?

10 Q. Not at all. I will note for the 01:43

11 record that Cailin's down to six percent on her

12 battery this day.

13 A. Can you please repeat the question?

14 Q. These are text messages between you

15 and Cailin on Halloween, 2022? 01:44

16 A. Yes, they are.

17 Q. Okay. And the blue is Cailin?

18 A. Correct.

19 Q. And the tannish color on the left

20 bottom is you? 01:44

21 A. That is correct.

22 Q. Okay. So in this instance, she

23 messages you on Halloween at 3:05 p.m., "Doing

24 payroll, and was wondering if you took a break

25 Friday, 10-21. I have 8:34 to 5:36 p.m. time 01:45

1 punch." Did I read that correctly?

2 A. I believe you did.

3 Q. And you responded, "Sorry, was
4 talking with April. I think I did. Any time I
5 violate, I usually call you or text you." Did I 01:45
6 read that correctly?

7 A. You did read that correctly, but I --

8 Q. So she --

9 A. -- actually believe --

10 Q. So she -- I'm going to ask the next 01:45
11 question. So she was asking you, having reviewed
12 payroll, and not seeing a 30-minute unpaid meal
13 period in your workday, on October 21, whether you
14 took a -- a meal -- unpaid meal period that day.
15 That was your understanding of what she was asking 01:45
16 you; right?

17 A. Yes, and I also was uncertain when I
18 said "I think I did."

19 Q. Got it. And so you responded, "I
20 think I did," and then you responded to tell her 01:46
21 basically you usually call her or text her any time
22 you violate. What -- what does that mean?

23 A. That I would inform her if I went
24 over my fifth hour and meal -- had a meal break
25 violation, but that also doesn't include me working 01:46

1 through my breaks.

2 Q. So did you --

3 A. I --

4 Q. I'm sorry, go ahead.

5 A. I believe that day, I actually did 01:47
6 violate.

7 Q. Okay. Did you let her know that you
8 violated?

9 A. I can't tell, by the text messages.

10 Q. Okay. What is the -- what do you 01:47
11 mean, "violate"? Violate what?

12 A. It's a 30-minute meal break
13 violation.

14 Q. Okay. But were we talking violation
15 of company policy? 01:47

16 A. No, a meal break violation, which is
17 a California Labor Code where you have to take a
18 30-minute break after five hour -- or, I'm sorry,
19 after four hours of work, and then you take it
20 after your fifth, then you're supposed to be paid 01:48
21 for an extra hour of work.

22 Q. Just like we read on Farage 045 a
23 moment ago in the company's team member handbook?

24 A. Yes, but it also states that it's
25 uninterrupted off-duty work. 01:48

1 Q. Okay. And when you wrote "any time I
2 violate," you meant to include that as well?

3 A. Mr. Rose, I also did tell you that I
4 was in fear of my job.

5 Q. I -- I understand. And some -- 01:48
6 sometimes I feel like we're maybe talking past each
7 other, because I'm just trying to focus on the
8 questions that I'm presenting, and I know you have
9 things you want to emphasize, but I'm trying to
10 gather information about when you say -- 01:48

11 MR. CLAASSEN: Mr. Rose, it's been
12 about an hour since the last break. Can we take
13 five minutes?

14 MR. ROSE: Sure.

15 MR. CLAASSEN: Thank you. 01:49

16 MR. ROSE: Okay. You bet.

17 THE VIDEOGRAPHER: Thank you. We are
18 now going off the video record. The time is 1:48
19 p.m.

20 (Brief recess was taken.) 01:49

21 THE VIDEOGRAPHER: We are now back on
22 the video record. The time is 1:57 p.m.

23 BY MR. ROSE:

24 Q. Mr. Crary, you're still under oath.

25 Do you understand? 01:58

1 A. I do.

2 Q. Okay. We're going to look back at
3 Exhibit D, which is the team member handbook. Do
4 you see a section, "Rest Breaks"? This is Farage
5 046 on Page 16 of the team member handbook. Is 01:58
6 that visible to you?

7 A. It is.

8 Q. Okay. This section entitled "Rest
9 Breaks" reads as follows: "Team members are
10 authorized and permitted to take one ten-minute 01:58
11 paid rest break for every four hours worked or
12 major fraction of four hours. Rest breaks should
13 be taken as close to the middle of each four-hour
14 work period as possible. You are encouraged to
15 take all authorized rest breaks each workday. If 01:59
16 you work between three and one-half and six hours,
17 then you are authorized and permitted to take one
18 paid rest break each day. If you work more than
19 six hours in a day, then you are authorized and
20 permitted to take two paid rest breaks that day. 01:59

21 If you work more than ten hours in a day, then you
22 are authorized and permitted to take an additional
23 rest break. Team members working fewer than three
24 and one-half hours in a day are not entitled to a
25 paid rest break. Team members may not add their 01:59

1 rest breaks to their meal period as a means of
2 taking longer meal period -- a longer meal period.
3 Team members also should not work through their
4 meal period or rest breaks in order to arrive late
5 or early. If, for any reason, you are not provided 02:00
6 a rest period, in accordance with our policy, or if
7 you are in any way discouraged or impeded from
8 taking your rest period or from taking the full
9 amount of time allotted to you, please immediately
10 notify the owner/operator or human resources 02:00
11 director. Summary, the following chart summarizes
12 the applicable meal and rest periods authorized and
13 permitted under this policy, based on the number of
14 hours worked in a given workday." And then there's
15 a chart with three columns, and six rows. 02:00
16 "Chick-fil-A March Lane at I-5 will
17 assume that you've been provided with your meal
18 periods and rest breaks, as set forth in this
19 policy, unless you notify the owner/operator of a
20 problem or submit a meal, slash, rest period 02:00
21 premium request form to the owner/operator,
22 advising us of an issue with a meal period or rest
23 break. If you report being required to report
24 during your meal periods or rest break -- breaks,
25 being required to work -- return to work prior to 02:00

1 the end of your meal periods or rest breaks,
2 without the ability to restart a full timely rest
3 break after the interruption ends, you're required
4 to delay your meal periods until after the end of
5 your fifth hour of work, or otherwise being denied 02:01
6 a meal period or rest break, then you will be paid
7 in accordance with applicable law. If you have any
8 questions regarding this policy or your meal period
9 and rest break entitlements, please contact the
10 owner/operator immediately." Did I read that 02:01
11 correctly.

12 A. You did read that correctly.

13 Q. Okay. Did -- have you seen that
14 policy before today, outside the context of the
15 litigation? 02:01

16 A. No, I do not remember reading over
17 that.

18 Q. Okay. Was this subject matter, rest
19 breaks, within your area of responsibility, as far
20 as compliance is concerned, as director of 02:02
21 hospitality, while you were employed by Farage
22 Family Company?

23 MR. CLAASSEN: I object, on the
24 grounds that the question is vague. Are you
25 referring to his own compliance or those of 02:02

1 non-supervisor employees?

2 BY MR. ROSE:

3 Q. Okay. I'll rephrase. First of all,
4 were you responsible for making sure these
5 requirements were followed by your subordinates 02:02
6 while you were the director of hospitality at
7 Farage Family Company?

8 A. To the subordinates, yes.

9 Q. Okay. And did you do that?

10 A. To the best of my ability, yes, but 02:02
11 when it came to directors or shift leads, that
12 didn't always happen, and April did know, because
13 she would text me and call me, during my resting
14 break periods.

15 Q. And you were responsible to then 02:03
16 submit a form, correct, when that happened?

17 A. That is correct, but if the -- if the
18 forms wouldn't go through, and I wasn't being
19 notified if that was being approved or denied, it
20 was pretty discouraging to continue to submit the 02:03
21 forms.

22 Q. Okay. Well, we can -- we're going to
23 look at your pay stubs in a little bit. You got
24 pay stubs; right?

25 A. Yes. 02:03

1 Q. Okay. And were you responsible to
2 adhere to this policy yourself?

3 MR. CLAASSEN: I object, on the
4 grounds that the question is vague. Are you
5 referring to himself, with regard to the 02:03
6 supervision of other employees, or with regard to
7 his own breaks?

8 MR. ROSE: With regard to himself,
9 his own breaks.

10 Q. Were you responsible to adhere to 02:04
11 this policy for your own breaks?

12 A. To my knowledge, since I was never
13 talked to about it, and they clearly were looking
14 at time records, I thought that no, it did not
15 adhere to me -- 02:04

16 Q. Okay.

17 A. -- as I consistently worked off the
18 clock and did not -- and there was almost no logs
19 of rest breaks as well.

20 Q. Is -- the company had a process for 02:04
21 notifying management when a rest break was not
22 authorized and permitted; correct?

23 MR. CLAASSEN: I object to the form
24 of the question as vague. Are you referring to the
25 emails or text messages from Cailin? 02:04

1 BY MR. ROSE:

2 Q. There was a reporting process through
3 Jotforms when an employee didn't get a break;
4 right?

5 A. Correct, but it would not always 02:05
6 work, and we weren't notified if it was approved or
7 denied. So the system really didn't work.

8 Q. Okay. And so one of the things
9 that -- did you work with an employee by the name
10 of Michelle Montano or Montano? 02:05

11 A. I'm not one hundred percent sure, to
12 be honest.

13 Q. Okay. Let me show you a document.
14 This has been marked as Exhibit X, as in X ray, to
15 the deposition. Can you see -- and this is marked 02:05
16 as confidential pursuant to the protective order,
17 because it's the employment record of Michelle
18 Montano. This one's dated August of 2022, and this
19 is -- I'll just tell you, this is a Jotform,
20 whereby the employee submits -- 02:06

21 MR. CLAASSEN: Can you scroll all the
22 way down to the bottom of the page?

23 MR. ROSE: Yes.

24 MR. CLAASSEN: So you're saying this
25 isn't something that's been produced in discovery 02:06

1 before?

2 MR. ROSE: No, I just got it today.

3 This is a Jotform, and, in fact, I'll send it to
4 you right now. It's not marked yet, but --

5 Q. So this is a Jotform submitted by 02:07
6 Michelle Montano on this date, relating to a first
7 ten-minute rest break not being received, with
8 notification to Peter. So I -- you -- I'm sure if
9 you can't remember Michelle Montano, I'm sure
10 you've never seen this document before; correct? 02:07

11 A. I remember a Michelle that worked for
12 us. I just didn't know what her last name was.

13 (Defendants' Exhibit X was
14 marked for identification.)

15 BY MR. ROSE: 02:08

16 Q. Well, I put this up, for the purpose
17 of asking whether there was a Jotform that asked
18 for these pieces of information, team member name,
19 shift date, time, what break did you not receive?
20 Did you notify a leader that you did not receive 02:08
21 your break? And if you notified a leader, who did
22 you notify, at the time of your employment with
23 Farage Family Company?

24 A. So there is something that is missing
25 on there, though, that was shown on the other 02:08

1 document that you showed me with breakdown. It
2 didn't say whether it was approved or denied.

3 Q. Okay. Well, I'm asking you if there
4 was a Jotform with these data points in it, while
5 you were employed there, for this purpose, the rest 02:08
6 breaks?

7 A. I never submitted rest breaks, so I
8 honestly wouldn't know.

9 Q. Okay. So you did not know whether
10 there was a Jotform for missed rest breaks? 02:09

11 A. For a ten-minute resting breaks, no.

12 Q. Or for meal period -- 30-minute meal
13 breaks?

14 A. For 30-minute meal breaks, yes.

15 Q. Okay. So what was the -- what form 02:09
16 was used for 30-minute meal breaks?

17 A. I honestly -- I -- I don't remember.

18 Q. Okay.

19 A. What I do remember is that sometimes
20 those forms would not work. I know that some of my 02:09
21 time punches were not approved, and that I worked
22 off the clock.

23 Q. You mentioned you did those things,
24 many of those things, without reporting them to
25 management, because, in part, you were afraid for 02:10

1 your job?

2 A. I was afraid of losing my job,
3 correct.

4 Q. Okay. Were you afraid of losing your
5 job, from January, 2022, when you were first hired? 02:10

6 A. No.

7 Q. When did you first become afraid of
8 losing your job, such that you would start not
9 reporting your missed breaks?

10 MR. CLAASSEN: I -- I think that's 02:10
11 really two questions. It's when did he first
12 start -- I -- so I guess I'm objecting to the form
13 of the question, basically. One is when did he
14 first start not reporting, and then the second one
15 is why did he fear for his job. So I guess maybe 02:10
16 if that were broken down, it would be helpful.

17 BY MR. ROSE:

18 Q. Okay. When did you first start not
19 reporting truthfully that you were missing breaks?

20 A. When I noticed a trend with other 02:11
21 directors that were not doing that, and I thought
22 it was just going to be an extra added thing during
23 the day to do, and, again, if I was submitting
24 something, and it wasn't going through, or it
25 wasn't being approved -- 02:11

1 Q. Okay. When was that?

2 MR. CLAASSEN: Do you have time
3 records? Maybe we can look at the time records.

4 MR. ROSE: I have time records, but
5 my question isn't relating to any documents. I'm 02:12
6 trying to understand, from the witness's memory,
7 when he stopped telling management truthfully that
8 he was missing meals and breaks.

9 MR. CLAASSEN: Yeah, that question
10 assumes facts not in evidence, and -- 02:12

11 MR. ROSE: Well, the facts and
12 evidence -- let's meet and confer about that
13 evidence. The facts and evidence are that your
14 client did not truthfully report to management that
15 he was not getting the meals and breaks he felt he 02:12
16 was entitled to. He did that in part because he
17 was afraid for losing his job. My question is,
18 when did that start?

19 MR. CLAASSEN: So are you meeting and
20 conferring, or are you asking a question again? 02:12

21 MR. ROSE: Well, I'm meeting and
22 conferring, because you were raising an objection
23 as to assumption of facts not in evidence.

24 MR. CLAASSEN: Wait, but, yeah, I
25 think that can be broken down in two parts again 02:13

1 too. It's like -- I think the first question would
2 be, you know, can we -- has he testified that he
3 ever truthfully -- or ever took breaks to begin
4 with, and whether he ever reported and whether or
5 not he was afraid of losing his job or whether or 02:13
6 not it was --

7 MR. ROSE: We've covered that. The
8 question is, when did it start?

9 Q. When did you stop reporting -- when
10 did you start not reporting to management you 02:13
11 weren't taking breaks?

12 A. When I got hired, I never clocked out
13 for a ten-minute rest break.

14 Q. Okay. So from the beginning of your
15 employment, you did not report to management that 02:13
16 you were not taking breaks?

17 A. Rest breaks, yes. Meal breaks, I
18 couldn't tell you.

19 Q. And you did so because you were
20 afraid of your -- you were afraid, or for some 02:14
21 other reason?

22 A. No, the ten-minute resting breaks, I
23 was supporting the team.

24 Q. Okay. Did you tell management you
25 were not taking your breaks because you were 02:14

1 supporting the team?

2 A. I didn't, but they -- it's very
3 obvious by the time records, because you had to
4 clock out for a ten-minute resting break every
5 single day.

02:14

6 Q. Okay.

7 A. And on my time sheet, there is no
8 ten-minute resting break punches, or there's very,
9 very minimal ones.

10 Q. Okay. I want to show you what's been 02:15

11 marked as Exhibit H, as in Henry. I'm looking at a
12 Slack message from Cailin, dated Monday, February
13 20th at 5:36 p.m. It says "Hi, I saw a BOHTM that
14 did not receive their last ten-minute break this
15 past pay period. If you ever miss a break, you 02:15
16 must," all caps, "communicate to me, please. They
17 also need to fill out a break violation form.
18 Thank you." And then there's Spanish following
19 that.

20 Do you remember receiving this 02:15
21 message around this time?

22 MR. CLAASSEN: I object, on the
23 grounds the question assumes a fact, which is that
24 it was directed to him.

25 (Defendants' Exhibit H was 02:15

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1 marked for identification.)

2 BY MR. ROSE:

3 Q. Okay. Do you recall receiving a
4 message, this message, directed to anyone around
5 this time?

02:16

6 MR. CLAASSEN: Yeah, and was that
7 2022 or 2023?

8 MR. ROSE: That's a good question. I
9 don't know, John.

10 Q. Aside -- did you -- do you recall 02:16
11 this message ever having been received by you, at
12 any time?

13 A. I do not -- I do not recall receiving
14 that message.

15 Q. Okay. 02:16

16 A. They're also talking about back-house
17 team members, which we also briefly spoke about
18 earlier today, and how I wasn't in charge of them.

19 Q. Okay. Well, let me go back to
20 Exhibit D, as in David. This is Farage 047. This 02:17
21 is Page 17 of the team member handbook. This is a
22 section entitled "Timekeeping Requirements and
23 Recording Work Hours." "Accurately recording time
24 worked" -- this is -- I'm reading now. "Accurately
25 recording time worked is the responsibility of 02:17

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1 every nonexempt team member. Each nonexempt team
2 member is required to record accurately the time
3 they begin and end their work, as well as the
4 beginning and ending time of each meal period and
5 the beginning and ending time of any split shift or 02:17
6 departure from work for personal reasons. All team
7 members are required to record hours worked by
8 using an assigned team member number to clock in
9 and out. This time includes the beginning of the
10 day, the beginning and end of meal periods, and the 02:18
11 end of the workday. You may not clock in or work
12 more than two minutes before the shift begins, and
13 you are expected to clock out and stop working no
14 more than two minutes before or after your shift is
15 scheduled to end, unless otherwise instructed. 02:18
16 Working off the clock is prohibited. All nonexempt
17 team members must record their time -- their work
18 time exactly as that time is worked, without
19 exception. If a team member forgets to clock in or
20 out, or makes an error regarding his or her time 02:18
21 worked, the team member should notify a director,
22 who must make the correction. Any team member who
23 fails to follow these timekeeping policies may be
24 subject to disciplinary action, up to and including
25 termination of employment. If requested, it is the 02:18

1 team member's responsibility to sign his or her
2 time record to certify the accuracy of all time
3 reported. The director of HR will review and
4 approve time clock reports. Altering, falsifying,
5 or tampering with timekeeping records, recording on 02:19
6 your -- on your timecard hours not worked, working
7 hours not recorded on your timecard, that is,
8 working off the clock, having someone else record
9 your time, recording another team member's time in
10 performing overtime work not specifically 02:19
11 authorized in advance are all serious violations of
12 company policy, which may result in disciplinary
13 section, up to and including termination. If
14 anyone encourages you to work off the clock or
15 otherwise falsify your time record, you must notify 02:19
16 the owner/operator or, director of human resources,
17 director immediately. Any errors on your timecard
18 or pay stub should be reported -- be reported
19 immediately to the owner/operator, director, or
20 human resources director. Additionally, 02:20
21 Chick-fil-A March Lane at I-5 may have a team
22 electronic messaging system available for you to
23 find and communicate with other team members, if
24 you choose. The electronic messaging system is
25 completely voluntary. You are not required to have 02:20

1 or use the system, slash, app on your cellular
2 phones. The messaging system is intended for
3 professional conversations about work-related items
4 only, for example, trying to find shift coverage
5 for a shift or wanting to swap shifts. The 02:20
6 messaging system does not replace the procedure for
7 calling the restaurant and getting a leader's
8 approval to officially swap or replace a shift."
9 Did I read that correctly?

10 A. You did. May I please respond, 02:20
11 Mr. Rose?

12 Q. Well, I have a question. So was one
13 of your responsibilities making sure that your
14 subordinates knew how to report to management when
15 their time punches were in error? 02:21

16 A. Yes, but are you -- are you able to
17 pull up the document again?

18 Q. Yeah, I can do that, but is that --
19 are you responding to my question about whether
20 that was your responsibility, or do you have some 02:21
21 other point you'd like to make?

22 A. It wasn't fully my responsibility,
23 because there was other directors that were there
24 as well.

25 Q. Right. So when I'm asking you 02:21

1 responsibilities, just so we're clear, I realize
2 that there are a lot of people, there are several
3 directors there, so I understand that. But when
4 you're the director on duty and you have
5 subordinate employees, that's what I'm asking 02:21
6 about.

7 MR. CLAASSEN: Well, forget it.
8 Answer the question, if he's got a question
9 pending. I'm not sure he does.

10 BY MR. ROSE: 02:22

11 Q. I just -- I just want to clarify that
12 that's the scope of my questioning is I'm -- I'm
13 talking about -- when I'm asking about your
14 responsibilities, I'm talking about you, the
15 director on duty at the restaurant, with 02:22
16 subordinates underneath you, and so have your
17 answers been with that in mind?

18 A. I don't believe that I was even given
19 access to change time records.

20 Q. Right. 02:22

21 A. So how could I have -- so how could I
22 have corrected that where it clearly stated that on
23 Page 17, Mr. Rose?

24 Q. No, what -- but you would tell the
25 employee how to get something corrected; right? 02:22

STATE OF _____)
) ss
COUNTY OF _____)

I, CAMERON CRARY, having appeared for my deposition on October 30, 2024, do this date declare under penalty of perjury that I have read the foregoing deposition, I have made any corrections, additions or deletions that I was desirous of making in order to render the within transcript true and correct.

IN WITNESS WHEREOF, I have hereunto subscribed my
name this _____ day of _____, 20____.

CAMERON CRARY

EXHIBIT C

EXHIBIT C



CLAASSEN MARRS, P.C.

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www.CMPC.law

June 15, 2023

Via Internet Upload

California Labor and
Workforce Development Agency

Via Certified Mail

April Farage
2628 W. March Lane
Stockton, CA 95207

Via Certified Mail

Farage Family Company, LLC
2628 W. March Lane
Stockton, CA 95207

Re: Notice of Violation
Labor Code Private Attorney General Act

To Whom It May Concern:

This letter is to provide notice of the facts and theories giving rise to violations of the California Labor Code pursuant to the Labor Code Private Attorney General Act ("PAGA") on behalf of your former employee, Cameron Crary and other aggrieved former and current employees. This letter is notice pursuant to Labor Code section 2699.3, subsections a and c.

Background

Mr. Crary worked as a Director of Hospitality between January 10, 2022 and March 31, 2023 for Farage Family Company, LLC. The owner and operator of Farage Family Company, LLC is April Farage. Together, Farage Family Company, LLC and Ms. Farage are referred to herein as "Farage". When applicable, Ms. Farage is also sometimes referred to as "Ms. Farage."

Farage Family Company, LLC is a business entity of a form that is unknown to Mr. Crary. Farage operates a Chick-fil-A franchise near the intersection of Interstate 5 and

March Lane in Stockton, California. Farage employs approximately 80 to 90 employees, predominantly part time and paid on an hourly basis.

Among its approximately 80 to 90 employees, Farage employs five directors, at any given time, including Mr. Crary while Mr. Crary was employed there. It also employed approximately four team leads. Each of them was and (to the best of Mr. Crary's knowledge is) paid by the hour. The directors and team leads each report to Ms. Farage. Ms. Farage was and is in charge of the working conditions and hours of each of the directors, team leads, and other employee team members. She was and is in charge of setting and implementing the rates of pay, hours worked, and policies for the payment of wages and overtime, rest and meal breaks, off-site work, and other key attributes of employment.

Mr. Crary's stated rate of pay was \$33 per hour. He worked approximately 45 hours per week on the clock like other directors. Employees were generally paid on the first of each month for work up to the 25th of the month. They were generally paid on the 15th of each month for work up to the 10th of the month.

Mr. Crary also worked approximately five additional hours per week off the clock. Mr. Crary's off-the-clock worked consisted of responding to communications from Ms. Farage, working at Ms. Farage's request on various matters, or responding to calls or messages via text, slack, or email about scheduling or other issues arising from work among other things. These issues included team members asking permission to swap other things about shift swaps by team members.

As explained below, Mr. Crary and other former and current aggrieved employees were not given an opportunity to take rest breaks. Nor were they allowed lunch breaks.

This PAGA Notice is submitted on behalf of Mr. Crary and the other aggrieved employees including other directors and team members.

Specific Labor Code Violations

Rest Break Violations

Violation of Labor Code § 226.7. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 226.7(b) by requiring Mr. Crary and other aggrieved employees to work during rest periods mandated by Industrial Welfare Commission Wage Order 5. *See* Labor Code § 226.7("An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.") Restaurants such as the one operated by Farage are governed by Wage Order No. 5.

Section 12A of Wage Order No. 5 provides: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period." "The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." *Id.* Mr. Crary and (on information and belief) other current and former aggrieved employees who were directors did not understand or believe that they were authorized to take rest breaks and Farage failed to make such breaks available to them. On information and belief, none in fact took such breaks routinely if ever. Mr. Crary and other employees in the same position were not given the opportunity to take a rest break. Mr. Crary seeks the penalties specified in Labor Code section 2699(f) or other penalties authorized by the Labor Code for each violation of Labor Code section 226.7(b) on behalf of himself and other aggrieved current and former employees.

Violation of Labor Code § 512.1(b). On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 512.1(b). Section 512 provides, "An employee who is directly employed by an employer shall be entitled to a rest period based on the total hours worked daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof, as provided by Wage Order Number . . . 5 of the Industrial Welfare Commission." As noted above, Wage Order No. 5 generally requires rest breaks for every four hours worked with an exception or two that is not applicable here. Mr. Crary and (on information and belief) other current and former aggrieved employees who were directors did not understand or believe that they were authorized to take rest breaks and Farage failed to make such breaks available to them. On information and belief, none in fact took such breaks routinely if ever. Mr. Crary and other employees in the same position were not given the opportunity to take a rest break. Mr. Crary seeks the penalties set forth in Labor Code section 558 or other penalties authorized by the Labor Code for each violation of Labor Code section 512.1 on behalf of himself and other aggrieved current and former employees.

Violation of Labor Code § 203. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 203 by failing to pay Mr. Crary and other aggrieved former employees the premium pay for missed rest breaks that was due to them pursuant to Labor Code sections 226.7(c) and 512.1 within the time frame required by Labor Code section 203 upon the termination of employment or at all. Mr. Crary seeks the penalties specified in Labor Code section 210(a) or other penalties authorized by the Labor Code for each violation of Labor Code section 203 on behalf of himself and other aggrieved former employees of Farage.

Violation of Labor Code § 1197.1. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Ms. Farage violated Labor Code section 1197.1 by causing Mr. Crary and other aggrieved employees not to be paid premium pay for missed rest breaks pursuant to Labor Code section 226.7(c). *See* Lab. Code § 1197.1 ("Any . . . person acting either individually or as an officer, agent, or

employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203") Ms. Farage caused Farage not to pay a wage fixed by law or wage order by not paying premium pay when Mr. Crary or other employees in the same position were not authorized to take rest breaks. Thus, Mr. Crary seeks the penalties recoverable under Labor Code section 1197.1(a) or other penalties authorized by the Labor Code for each violation of Labor Code section 1197.1 due to Farage's failure to pay premium pay for missed rest breaks on behalf of himself and other aggrieved employees against Ms. Farage.

Violation of Labor Code § 226. On behalf of himself and other aggrieved former and current employees, Mr. Crary alleges that Farage violated Labor Code section 226(a) by failing to provide Mr. Crary and other aggrieved employees itemized wage statements that accurately reflect both the gross and net wages earned by them. *See* Labor Code § 226(a) (requiring that employers provide itemized wage statements that reflect both gross wages earned and net wages earned. As shown above, Mr. Crary and other former and current aggrieved employees were and are entitled to premium pay required pursuant to Labor Code sections 226.7(c) and 512.1, as well as Wage Order No. 5 for missed rest breaks. This premium pay constitutes wages that were earned and which were required to be reported accurately on Mr. Crary and other current and former aggrieved employees' itemized wage statements. But Mr. Crary and other aggrieved employees did not receive such pay and the pay due was not accurately reported in gross and net wages on the itemized wage statements. Mr. Crary seeks the penalty set forth in Labor Code section 2699(f) or other penalties authorized by the Labor Code for each violation of Labor Code section 226 due to Farage's failure to accurately reflect amounts due for gross and net pay for missed rest breaks on behalf of himself and other aggrieved employees.

Violation of Labor Code § 558. On behalf of himself and other aggrieved former and current employees, Mr. Crary alleges that Farage violated Labor Code section 558 through their violations of Section 12 of Industrial Wage Order No. 5, which requires rest breaks in the public housekeeping industry and a payment of premium wages for missed rest breaks. As shown above, Mr. Crary and other employees in the same position were not given the opportunity for rest breaks. Mr. Crary seeks the penalties set forth in Labor Code section 558 or other penalties authorized by the Labor Code for each violation of Labor Code section 558 due to Farage's violations of Section 12 of Industrial Wage Order No. 5.

Meal Break Violations

Violation of Labor Code § 226.7. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 226.7(b) by requiring Mr. Crary and other employees in the same position to work during meal periods. Mr. Crary and other directors did not waive their lunch breaks. *See* Lab. Code § 226.7(b) ("An employer shall not require an employee to work during a meal . . .

period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.") The only practical place at the worksite for Mr. Crary and other directors to take their meal break was in the restaurant dining room and Mr. Crary (and on information and belief), other aggrieved employees did not have enough time to go offsite. When Ms. Farage was present during meal breaks, she routinely asked and expected directors who were taking meal breaks in the dining room to clean up or attend to guests. When she was not present, Ms. Farage routinely monitored the dining room by video and would call Mr. Crary during his meal break if cleaning was required or guests needed to be attended to. On information and belief other directors similarly had to work during meal breaks at the request of Farage. In sum, Ms. Farage set the expectation that directors were not completely relieved of all duty while on meal breaks and the directors in fact were not relieved of all duty. Thus, Mr. Crary and other employees in the same position routinely worked during meal periods. Mr. Crary seeks the penalties set forth in Labor Code section 2699(f) or other penalties authorized by the Labor Code for each violation of Labor Code section 226.7(b) on behalf of himself and other aggrieved employees.

Violation of Labor Code §§ 512 and 512.1. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 512 by requiring Mr. Crary and other employees in the same position to work during meal periods. *See* Lab. Code § 512(a) ("An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.") The only place at the worksite for Mr. Crary and other directors to take meals was in the restaurant dining room and Mr. Crary (and on information and belief), other aggrieved employees did not have enough time to go offsite. When Ms. Farage was present during meal breaks, she asked and expected directors who were taking meal breaks in the dining room to clean up or attend to guests. When she was not present, Ms. Farage routinely monitored the dining room by video and would call Mr. Crary during his meal break if cleaning was required or guests needed to be attended to. On information and belief other directors similarly had to work during meal breaks. In sum, Ms. Farage set the expectation that directors were not completely relieved of all duty while on meal breaks. Because of this expectation, Mr. Crary and other aggrieved employees routinely worked during meal periods. Mr. Crary seeks the penalties set forth in Labor Code sections 558, 2699(f) or other penalties authorized by the Labor Code for each violation of Labor Code section 512 on behalf of himself and other current and former aggrieved employees.

Violation of Labor Code § 1197. On behalf of himself and other current and former aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 1197 because Farage failed to pay the minimum legal wage for all of the hours that Mr. Crary worked. Industrial Wage Order No. 5, Section 4 requires payment of a minimum wage not

below \$15.00 per hour for all hours worked in 2022 and \$15.50 per hour for all hours worked in 2023. Mr. Crary and other current and former aggrieved employees were not paid for time they actually worked while on meal breaks. As noted above, Mr. Crary and other aggrieved employees were not relieved of all duty during meal breaks and worked during them. During this time, Mr. Crary and other aggrieved employees were not paid the minimum wage required by law. Mr. Crary seeks the penalty set forth in Labor Code section 2699(f) or other penalties authorized by the Labor Code for each violation of Labor Code section 1197 caused by Farage's failure to pay the minimum wage due for work during lunch on behalf of himself and other current and former aggrieved employees.

Violation of Labor Code § 510. On behalf of himself and other aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 510. Section 510 requires overtime for work over eight hours per day or 40 hours per week. Lab. Code § 510("Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.") As shown above, Mr. Crary and other employees in the same position worked and work off the clock during lunch. This resulted in work more than eight hours per day or 40 hours per week and Farage failed to pay Mr. Crary and other aggrieved employees the wages due for overtime required by section 510. Mr. Crary seeks the penalty set forth in Labor Code section 558 or 2699 or other penalties authorized by the Labor Code for each violation of Labor Code section 510 on behalf of himself and other aggrieved employees.

Violation of Labor Code § 203. On behalf of himself and other current and former aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 203 by failing to pay them premium pay for missed meal breaks pursuant to Labor Code section 226.7(c) within the time frame required by Labor Code section 203. Mr. Crary alleges that Farage also violated Labor Code section 203 by failing to pay Mr. Crary the minimum wage due under section 1197 and the overtime due under Labor Code section 510 as shown above, caused by Mr. Crary and other current and former employees' work during lunch within the time frame required by Labor Code section 204. Mr. Crary seeks the penalties set forth in Labor Code section 210, 2699(f), or other penalties authorized by the Labor Code for each violation of Labor Code section 203 on behalf of himself and other current and former aggrieved employees.

Penalty Under Labor Code section 558 against Farage. On behalf of himself and other current and former aggrieved employees, Mr. Crary seeks the penalty in Labor Code section 558 through their violations of Section 11 of Industrial Wage Order No. 5, which requires meal breaks in the public housekeeping industry. Mr. Crary seeks the penalty set forth in Labor Code section 558 or 2699 other applicable penalty for each violation of Labor Code section 558 due to Farage's violations of Section 11 of Industrial Wage Order No. 5.

On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 558 through their violations of Section 3 of Industrial Wage Order No. 5. Section 3, like Labor Code section 510, requires overtime for work over eight hours per day or 40 hours per week. As shown above, Mr. Crary and other employees in the same position worked and work off the clock during lunch. This resulted in work more than eight hours per day and Farage failed to pay them the wages due for overtime. Mr. Crary seeks the penalty set forth in Labor Code section 558 or 2699 or other penalties authorized by the Labor Code for each violation of Section 558 through each violation of Section 3 of Industrial Wage Order No. 5 committed by Farage on behalf of himself and other aggrieved employees.

On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 558 through their violations of Section 4 of Industrial Wage Order No. 5. Section 4 requires payment of a minimum wage not below \$15.00 per hour for all hours worked in 2022 and \$15.50 per hour for all hours worked in 2023. As shown above, Mr. Crary and other employees in the same position worked and work off the clock during lunch. This resulted in work for which they receive no pay in violation of Section 4. Mr. Crary seeks the penalty set forth in Labor Code section 558 or 2699 or other penalties authorized by the Labor Code for each violation of Section 558 through each violation of Section 4 of Industrial Wage Order No. 5 committed by Farage on behalf of himself and other aggrieved employees.

On behalf of himself and other current and former aggrieved employees, Mr. Crary seeks the penalty in Labor Code section 558 through their violations of Labor Code section 512.1, which requires meal breaks. As shown above, Mr. Crary and other employees in the same position were not give meal breaks Mr. Crary seeks the penalty set forth in Labor Code section 558 or 2699 other applicable penalty for each violation of Labor Code section 558 due to Farage's violations of Labor Code section 512.1.

Penalty under Labor Code § 1197.1 against Ms. Farage. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Ms. Farage violated Labor Code section 1197.1 by causing Mr. Crary and other employees in the same position not to be paid the minimum wage required by Labor Code section 1197; they were not paid for time worked during meal breaks. Mr. Crary seeks the penalty set forth in Labor Code section 1197.1(a) or other penalties authorized by the Labor Code for each violation of Labor Code section 1197.1 on behalf of himself and other current and former aggrieved employees against Ms. Farage.

Violation of Labor Code § 226. On behalf of himself and other current and former aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 226 by failing to provide Mr. Crary and other current and former aggrieved employs itemized wage statements that accurately reflect the gross and net wages earned by them. As shown above, Mr. Crary and other employees in the same position were and are entitled to premium pay required pursuant to Labor Code sections 226.7(c) and 512.1, as well as

Wage Order No. 5, Section 11 for missed meal breaks. This premium pay constitutes wages that were earned and which were required to be reported accurately on Mr. Crary and other current and former aggrieved employees' itemized wage statements. But Mr. Crary and other former and current aggrieved employees did not receive such earned premium pay and the pay due was not accurately reported in gross and net wages on the itemized wage statements.

Labor code section 226(a) also requires itemized wage statements to reflect the total hours worked by employees. Mr. Crary and other current and former aggrieved employees did and on information and belief continue to work off the clock during meal periods because they were and are not relieved of all duty. The itemized wage statements of Mr. Crary and other current and former aggrieved employees did and do not reflect the hours worked in violation of Labor Code section 226(a).

Nor did Mr. Crary and other current and former aggrieved employees' wage statements accurately reflect the gross and net wages due for off-the-clock time worked of Mr. Crary and other aggrieved current and former employees during meal breaks in violation of Labor Code section 226(a). This reflects separate violations of Labor Code section 226.

Labor code section 226(a) also requires itemized wage statements to reflect the applicable rates of pay and the corresponding number of hours worked at each pay rate. As shown above Mr. Crary and other employees in the same position did and on information and belief continue to work off the clock during meal periods because they were and are not relieved of all duty. This caused Mr. Crary and other former and current employees to work over eight hours per day or 40 hours per week on some days, causing some of their time to be due at overtime rates of pay. Thus, the itemized wage statements of Mr. Crary and other current and former aggrieved employees did not and do not accurately reflect all hours worked at each rate of pay in violation of Labor Code section 226(a)(9). This reflects separate violations of Labor Code section 226.

Mr. Crary seeks the penalty set forth in Labor Code section 2699(f) or other penalties authorized by the Labor Code for each violation of Labor Code section 226 due to Farage's failure to provide accurate itemized wages statements on behalf of himself and other current and former aggrieved employees. He also seeks the penalty for each violation of Labor Code section 226 due to Farage's failure to accurately list the hours worked (Mr. Crary and other current and former aggrieved employees each worked and work off the clock during meal breaks).

Violation of Labor Code §§ 1174 and 1174.1. On behalf of himself and other current and former aggrieved employees, Mr. Crary alleges that Farage violated Labor Code sections 1174 and 1174.1(b) by failing to keep at a central location or at establishments payroll records showing the actual hours worked daily by and the wages paid to Mr. Crary and other aggrieved current and former employees. As shown above,

Mr. Crary and other current and former aggrieved employees were and are entitled to premium pay required pursuant to Labor Code sections 226.7(c) and 512.1, as well as Wage Order No. 5, Section 11 for missed meal breaks. This premium pay constitutes wages. Accurate records of such wages are required to be maintained by employers under Labor Code sections 1174 and 1174.1(b). Farage failed to maintain such records where required.

Moreover, as shown above, Mr. Crary and other current and former aggrieved employees worked during meal periods. This time worked was compensable time and the time and records of it needed to be maintained under Labor Code sections 1174 and 1174.1(b). Farage failed to maintain such records. Mr. Crary seeks the penalty set forth in Labor Code section 2699 and Labor Code section 1174.5 or other applicable penalty authorized by the Labor Code for such violations.

Violations Relating to Off-the-Clock Work Before and After Shifts and on Days Off.

Violation of Labor Code section 1197. Mr. Crary alleges a violation of Labor Code section 1197 because Farage failed to pay the minimum legal wage for all of the hours that Mr. Crary and other employees in the same position worked and continue to work off the clock. As noted above, Mr. Crary worked up to five additional hours per week off the clock. Mr. Crary's off-the-clock worked consisted of responding to calls or messages via text, slack, or email about scheduling or other issues arising from work among other things. These issues included team members asking permission to swap other things about shift swaps by team members. On information and belief, other aggrieved employees worked and work off the clock doing the same or similar tasks.

Mr. Crary seeks the penalties in Labor Code section 2699(f) or other penalties authorized by the Labor Code for each violation of Labor Code section 1197 on behalf of himself and other aggrieved employees.

Violation of Labor Code § 510. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 510. Section 510 requires overtime for work over eight hours per day or 40 hours per week. Lab. Code § 510("Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.") As shown above, Mr. Crary and other aggrieved employees worked and work off the clock before and after their shifts and on days off. This resulted in work more than eight hours per day or 40 hours per week and Farage failed to pay Mr. Crary and other aggrieved employees the wages due for overtime required by section 510. Mr. Crary seeks the penalty set forth in Labor Code section 558 or 2699 or other penalties authorized by the Labor Code for each violation of Labor Code section 510 on behalf of himself and other aggrieved employees.

Violation of Labor Code § 558. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 558 through their violations of Section 3 of Industrial Wage Order No. 5. Section 3, like Labor Code section 510, requires overtime for work over eight hours per day or 40 hours per week. As shown above, Mr. Crary and other aggrieved employees worked and work off the clock before the start of shifts, after shifts ended, and on days off. This resulted in work more than eight hours per day and Farage failed to pay them the wages due for overtime. Mr. Crary seeks the penalty set forth in Labor Code section 558 or 2699 or other penalties authorized by the Labor Code for each violation of Section 558 through each violation of Section 3 of Industrial Wage Order No. 5 committed by Farage.

On behalf of himself and other current and former aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 558 through their violations of Section 4 of Industrial Wage Order No. 5. Section 4 requires payment of a minimum wage not below \$15.00 per hour for all hours worked in 2022 and \$15.50 per hour for all hours worked in 2023. As shown above, Mr. Crary and other aggrieved employees worked and work off the clock before the start of shifts, after shifts, and on days off. This resulted in work for which they receive no pay in violation of Section 4. Mr. Crary seeks the penalty set forth in Labor Code section 558 or 2699 or other penalties authorized by the Labor Code for each violation of Section 558 through each violation of Section 4 of Industrial Wage Order No. 5 committed by Farage on behalf of himself and other aggrieved employees.

Violation of Labor Code § 1197.1. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Ms. Farage violated Labor Code section 1197.1 by causing Mr. Crary and other aggrieved employees not to be paid the minimum wage for all hours worked before and after shifts and on days off. Mr. Crary seeks the penalty set forth in Labor Code section 1197.1(a) or other penalties authorized by the Labor Code for each violation of Labor Code section 1197.1 on behalf of himself and other aggrieved employees.

Violation of Labor Code § 203. On behalf of himself and other former and current aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 203 by failing to pay Mr. Crary and other aggrieved employees pay within the time frame required by Labor Code section 203 at the termination of employment. Mr. Crary seeks the penalty set forth in Labor Code section 2699(f) or other penalties authorized by the Labor Code for each violation of Labor Code section 203 on behalf of himself and other aggrieved employees.

Violation of Labor Code § 226. On behalf of himself and other current and former aggrieved employees, Mr. Crary alleges that Farage violated Labor Code section 226 by failing to provide Mr. Crary and other current and former aggrieved employees itemized wage statements that accurately reflect the gross and net wages earned by them.

Labor code section 226(a) also requires itemized wage statements to reflect the total hours worked by employees. Mr. Crary and other current and former aggrieved employees did and on information and belief continue to work off the clock before shifts, after shifts, and on days off. The itemized wage statements of Mr. Crary and other current and former aggrieved employees did and do not reflect the hours worked in violation of Labor Code section 226(a).

Labor code section 226(a) also requires itemized wage statements to reflect the applicable rates of pay and the corresponding number of hours worked at each pay rate. As shown above Mr. Crary and other current and former aggrieved employees did and on information and belief continue to work off the clock before shifts, after shifts, and on days off. This caused Mr. Crary and other former and current employees to work over eight hours per day or 40 hours per week on some days, causing some of their time to be due at overtime rates of pay. Thus, the itemized wage statements of Mr. Crary and other current and former aggrieved employees did not and do not accurately reflect all hours worked at each rate of pay in violation of Labor Code section 226(a)(9). This reflects separate violations of Labor Code section 226.

Mr. Crary seeks the penalty set forth in Labor Code section 2699(f) or other penalties authorized by the Labor Code for each violation of Labor Code section 226 due to Farage's failure to provide accurate itemized wages statements on behalf of himself and other current and former aggrieved employees arising from the failure to reflect time before shifts, after shifts, and on days off.

Violation of Labor Code §§ 1174 and 1174.1. On behalf of himself and other current and former aggrieved employees, Mr. Crary alleges that Farage violated Labor Code sections 1174 and 1174.1(b) by failing to keep at a central location or at establishments payroll records showing the actual hours worked daily by and the wages paid to Mr. Crary and other aggrieved current and former employees. As shown above, Mr. Crary and other current and former aggrieved employees worked on scheduled time off including before shifts, after shifts and on scheduled days off. This time worked was compensable time and the time and records of it needed to be maintained under Labor Code sections 1174 and 1174.1(b). Farage failed to maintain such records. Mr. Crary seeks the penalty set forth in Labor Code section 2699 and Labor Code section 1174.5 or other applicable penalty authorized by the Labor Code for such violations.

Farage's Violations Related to Unscheduled Work Were Willful and Repeated. Farage's violations of the Labor Code were repeated and willful. Specifically, Farage had a written policy instructing employees not to work off the clock. When Mr. Crary submitted time adjustments for work during scheduled time off, he was sometimes reprimanded. If he was not reprimanded, Ms. Farage at least once covered for this off-scheduled time by instructing Mr. Crary and other former and current aggrieved employees not to work. However, ignoring her own instructions and written policies, Ms. Farage routinely reached out to Mr. Crary and other former and current employees when they were scheduled off for

information and requests that actually required and to this day requires them to work during scheduled time off.

Farage's contradictory approach to scheduled time off gave rise to a custom and practice that Farage alone benefited from. Specifically, Mr. Crary and other aggrieved employees would work on scheduled times off because Ms. Farage made requests for them to do so but they would not report the time as time worked because they would hear from her if they did so. Farage never adjusted time for employees even they it and Ms. Farage knew and knows based on their direct personal knowledge that Mr. Crary and other current and former employees worked and continue to work off the clock.

Because Farage's violations of Labor Code sections described above relating to work during scheduled time off were willful and repeated, Mr. Crary seeks the penalties applicable for willful and repeated work notwithstanding anything else set forth above to the contrary.

Violations of Labor Code § 204.

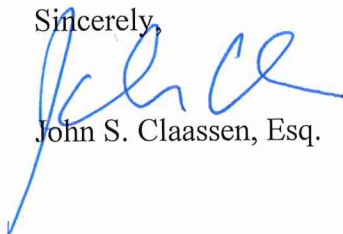
On behalf of himself and all other former and current aggrieved employees of Farage, Mr. Crary alleges that Farage violated and continues to violate Labor Code section 204. Labor Code section 204 provides that labor performed between the first and the fifteenth be paid for no later than the 25th of each month. Labor performed between the sixteenth and end of the month needs to be paid for by the 10th of the month. Farage violated these requirements of Labor Code section 204 by generally ending pay periods applicable to all employees before the 15th of the month and before the end of the month. By doing so, Farage paid for and continues to pay the labor performed within the last approximately four days of each pay period later than permitted by Labor Code section 204.

Farage also violated Labor Code section 204 by failing to pay Mr. Crary and other former and current aggrieved employees the premium pay for missed rest and meal breaks that was due to them pursuant to Labor Code sections 226.7(c) and 512.1 within the time frame required by Labor Code section 204 or at all. Similarly, Farage violated Labor Code section 204 by failing to pay Mr. Crary and other former and current aggrieved employees for work performed off-the-clock during purported lunch breaks, on days off, and before and after shifts in the time required by Section 204 as alleged herein.

Mr. Crary therefore seeks the penalties under Labor Code section 210(a) or other penalties authorized by the Labor Code for each violation of Labor Code section 204 caused by the failure to pay premium pay for rest breaks on behalf of himself and other aggrieved employees of Farage for each period.

Based on the above, Mr. Crary provides this notice of violations under the Labor Code Private Attorneys General Act of 2004.

Sincerely,



John S. Claassen, Esq.

cc: Joe Rose

EXHIBIT D

EXHIBIT D

1 CLAASSEN MARRS, P.C.
2 John S. Claassen, Esq. (212954)
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6 john@cmpc.law

7 Attorney for Plaintiff
8 CAMERON CRARY

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF SAN JOAQUIN

11 CAMERON CRARY, an individual

12 Plaintiff,

13 v.

14 FARAGE FAMILY COMPANY, LLC;
15 APRIL FARAGE, an individual, & DOES 1
16 through 10,

17 Defendants.
18
19
20

Case No.: STK-CV-UOE-2023-0009637

**PLAINTIFF CAMERON CRARY'S
RESPONSES TO DEFENDANT FARAGE
FAMILY COMPANY LLC'S SPECIAL
INTERROGATORIES, SET ONE**

21 **PROPOUNDING PARTY:** DEFENDANT FARAGE FAMILY COMPANY LLC

22 **RESPONDING PARTY:** PLAINTIFF CAMERON CRARY

23 **SET NUMBER:** ONE
24
25
26
27
28

PLAINTIFF’S OBJECTIONS AND RESPONSES TO
SPECIAL INTERROGATORIES, SET ONE

Plaintiff Cameron Crary (“Responding Party”) hereby serves these Objections and Responses to the Special Interrogatories, Set One of defendant Farage Family Company, LLC.

SPECIAL INTERROGATORY NO. 1:

IDENTIFY every occurrence during PLAINTIFF’S employment by FFCLLC that PLAINTIFF was not authorized and permitted to take an uninterrupted paid 10-minute rest break.

RESPONSE TO SPECIAL INTERROGATORY NO. 1:

Responding Party refers to Exhibit A, hereto.

SPECIAL INTERROGATORY NO. 2:

IDENTIFY every DOCUMENT containing any COMMUNICATION by PLAINTIFF informing any representative of FFCLLC that PLAINTIFF was not authorized and permitted to take an uninterrupted paid 10-minute rest break.

RESPONSE TO SPECIAL INTERROGATORY NO. 2:

Electronic messages in the sole custody of Defendants (including on Slack, email, and other messaging systems); text message with Liz Alexander, date unknown; correspondence from Responding Party’s attorney to April Farage dated April 10, 2023; PAGA Notice; Responding Party’s Employee Time Detail (Farage 144 through 155); Defendant’s Director Scheduling Policy (discussing servant leadership and covering for others when needed; Personal Improvement Plan (discussing same and urgency of scheduling, need for second mile service, and other matter incompatible with breaks)

SPECIAL INTERROGATORY NO. 3:

IDENTIFY every occurrence during PLAINTIFF’S employment by FFCLLC that PLAINTIFF was not permitted a reasonable opportunity to take an unpaid, uninterrupted 30-minute meal period beginning before the end of PLAINTIFF’S fifth hour of work.

RESPONSE TO SPECIAL INTERROGATORY NO. 3:

Responding Party was not permitted a reasonable opportunity to take an unpaid, uninterrupted 30-minute meal period on every day with the exception of the following days: January 28, 2022, January 2, 2023.

1 **SPECIAL INTERROGATORY NO. 4:**

2 IDENTIFY every DOCUMENT containing any COMMUNICATION by PLAINTIFF
3 informing any representative of FFCLLC that PLAINTIFF was not permitted a reasonable opportunity
4 to take an unpaid, uninterrupted 30-minute meal period beginning before the end of PLAINTIFF'S
5 fifth hour of work.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

7 Responding Party states that he has made a reasonable search and diligent inquiry and is unable
8 to find documents in part because many of his restaurant-related communications are in Defendants'
9 sole possession, custody, or control

10 **SPECIAL INTERROGATORY NO. 5:**

11 IDENTIFY every occurrence where PLAINTIFF was told by APRIL that PLAINTIFF was not
12 authorized and permitted to take an uninterrupted paid 10-minute rest break.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

14 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy – also discussing
15 the requirement of "servant leadership" placed the full burden of scheduling and covering missed
16 schedules on directors like Responding Party. (See Farage 18.) Responding Party's personal
17 improvement plan ("PIP"). To explain, Responding Party was told that "to be successful at [[Farage
18 Family Company], a leader must be humble and embrace servant leadership which is the willingness to
19 do what it takes without being asked and support their team relentlessly, and without hesitation or
20 frustration." He was told the ensure that the schedule is correct each week with leadership coverage and
21 team coverage as expected. He was told to partner with the Training Director who is scheduling drive-
22 thru to ensure the entire front of the house was covered each week with schedules done for other
23 Director reviews no later than 11am every Monday at the offsite office. Responding Party was told he
24 was required to have a sense of urgency in working together to plan, show self-initiative in scheduling to
25 train new shift leaders and *ensure* (per American Heritage Dictionary, this means to "*make sure or*
26 *certain; insure*"). He was also told to "[c]reate a dining room environment centered around *second mile*
27 *service*, table touches, clearing trays, refreshing beverages that you committed to in 2022."
28

1 The above was told to him in his PIP, which implied he would be terminated in 30 days if he did
2 not honor it. But the PIP came months after he received counseling from April Farage in a meeting
3 where she said similar things.

4 Responding Part understood that relentless, “urgent”, humble and servant leadership was a
5 condition of Responding Party’s employment before and after the PIP. The words used in the PIP to
6 describe the conditions of Responding Party’s continued employment are incompatible with rest breaks.
7 Indeed, “relentless” is defined by the American Heritage Dictionary to mean in part “Unyielding in
8 severity or strictness; unrelenting... unremitting” Being tasked with creating *second mile service* is
9 not compatible with concerns about breaks of any type.

10 Conditioning employment on “unrelenting” work literally means that the work cannot stop for
11 compliance with rest period laws. “**Ensuring**” that the scheduling is always done too is incompatible
12 with breaks because scheduling happened on line and every sitting moment involved Responding Party
13 reviewing and responding to electronic communications regarding scheduling because *ensuring* future
14 shifts were covered was a requirement of employment.

15 Responding Party also spent an hour or more each day making sure the non-supervisory
16 employees working under him could take breaks but did not ever – with maybe three or four exceptions
17 -- have an opportunity to take his own rest break. There was no one who he knew that could cover him.
18 He was required to spend every down moment responding to emails, other communications. Responding
19 Party’s time punches reflect only three or four occasions during his employment where he clocked in
20 and out for rest breaks. Not once was Responding Party asked by Defendants why he was not punching
21 in and out for rest breaks. Responding Party did not know supervisory employees in his position could
22 take rest breaks given Defendants’ requirement that supervisors submit to unrelenting, urgent, and
23 humble servant leadership for the sake of the team.

24 **SPECIAL INTERROGATORY NO. 6:**

25 Describe in full detail every occurrence where PLAINTIFF was told by APRIL that
26 PLAINTIFF was not authorized and permitted to take an uninterrupted paid 10-minute rest break.
27
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

2 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy (approved by April
3 Farage and discussing the requirement of "servant leadership") placed the full burden of scheduling and
4 covering missed schedules on directors like Responding Party. (See Farage 18-19.) Responding Party's
5 personal improvement plan ("PIP"). To explain, Responding Party was told that "to be successful at
6 [[Farage Family Company], a leader must be humble and embrace servant leadership which is the
7 willingness to do what it takes without being asked and support their team relentlessly, and without
8 hesitation or frustration." He was told to ensure that the schedule is correct each week with leadership
9 coverage and team coverage as expected. He was told to partner with the Training Director who is
10 scheduling drive-thru to ensure the entire front of the house was covered each week with schedules done
11 for other Director reviews no later than 11am every Monday at the offsite office. Responding Party was
12 told he was required to have a sense of urgency in working together to plan, show self-initiative in
13 scheduling to train new shift leaders and *ensure* (per American Heritage Dictionary, this means to
14 "*make sure or certain; insure*"). He was also told to "[c]reate a dining room environment centered
15 around *second mile service*, table touches, clearing trays, refreshing beverages that you committed to in
16 2022."

17 The above was told to him in his PIP, which implied he would be terminated in 30 days if he did
18 not honor it. But the PIP came months after he received counseling from April Farage in a meeting
19 where she said similar things.

20 Responding Party understood that relentless, "urgent", humble and servant leadership was a
21 condition of Responding Party's employment before and after the PIP. The words used in the PIP to
22 describe the conditions of Responding Party's continued employment are incompatible with rest breaks.
23 Indeed, "relentless" is defined by the American Heritage Dictionary to mean in part "Unyielding in
24 severity or strictness; unrelenting... unremitting" Being tasked with creating *second mile service* is
25 not compatible with concerns about breaks of any type.

26 Conditioning employment on "unrelenting" work literally means that the work cannot stop for
27 compliance with rest period laws. "**Ensuring**" that the scheduling is always done too is incompatible
28 with breaks because scheduling happened on line and every sitting moment involved Responding Party

1 reviewing and responding to electronic communications regarding scheduling because *ensuring* future
2 shifts were covered was a requirement of employment.

3 Responding Party also spent an hour or more each day making sure the non-supervisory
4 employees working under him could take breaks but did not ever – with maybe three or four exceptions
5 -- have an opportunity to take his own rest break. There was no one who he knew that could cover him.
6 He was required to spend every down moment responding to emails, other communications. Responding
7 Party's time punches reflect only three or four occasions during his employment where he clocked in
8 and out for rest breaks. Not once was Responding Party asked by Defendants why he was not punching
9 in and out for rest breaks. Responding Party did not know supervisory employees in his position could
10 take rest breaks given Defendants' requirement that supervisors submit to unrelenting, urgent, and
11 humble servant leadership for the sake of the team.

12 **SPECIAL INTERROGATORY NO. 7:**

13 IDENTIFY every occurrence where PLAINTIFF was told by any FFCLLC representative that
14 PLAINTIFF was not authorized and permitted to take an uninterrupted paid 10-minute rest break.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

16 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy – also discussing
17 the requirement of "servant leadership" placed the full burden of scheduling and covering missed
18 schedules on directors like Responding Party. (See Farage 18.) Responding Party's personal
19 improvement plan ("PIP"). To explain, Responding Party was told that "to be successful at [][Farage
20 Family Company], a leader must be humble and embrace servant leadership which is the willingness to
21 do what it takes without being asked and support their team relentlessly, and without hesitation or
22 frustration." He was told to ensure that the schedule is correct each week with leadership coverage and
23 team coverage as expected. He was told to partner with the Training Director who is scheduling drive-
24 thru to ensure the entire front of the restaurant was covered each week with schedules done for other
25 Directors to review no later than 11am every Monday at the offsite office. Responding Party was told
26 he was required to have a sense of urgency in working together to plan, show self-initiative in
27 scheduling to train new shift leaders and *ensure* (per American Heritage Dictionary, this means to
28 "*make sure or certain; insure*"). He was also told to "[c]reate a dining room environment centered

1 around *second mile service*, table touches, clearing trays, refreshing beverages that you committed to in
2 2022.”

3 The above was told to him in his PIP, which implied he would be terminated in 30 days if he did
4 not honor it. But the PIP came months after he received counseling from April Farage in a meeting
5 where she said similar things.

6 Responding Party understood that relentless, “urgent”, humble and servant leadership was a
7 condition of Responding Party’s employment before and after the PIP. The words used in the PIP to
8 describe the conditions of Responding Party’s continued employment are incompatible with rest breaks.
9 Indeed, “relentless” is defined by the American Heritage Dictionary to mean in part “Unyielding in
10 severity or strictness; unrelenting... unremitting” Being tasked with creating *second mile service* is
11 not compatible with concerns about breaks of any type.

12 Conditioning employment on “unrelenting” work literally means that the work cannot stop for
13 compliance with rest period laws. “**Ensuring**” that the scheduling is always done is incompatible with
14 breaks because scheduling happened on line and every sitting moment involved Responding Party
15 reviewing and responding to electronic communications regarding scheduling because *ensuring* future
16 shifts were covered was a requirement of employment.

17 Responding Party also spent an hour or more each day making sure the non-supervisory
18 employees working under him could take breaks but did not ever – with maybe three or four exceptions
19 -- have an opportunity to take his own rest break. There was no one who he knew that could cover him.
20 He was required to spend every down moment responding to emails, other communications. Responding
21 Party’s time punches reflect only three or four occasions during his employment where he clocked in
22 and out for rest breaks. Not once was Responding Party asked by Defendants why he was not punching
23 in and out for rest breaks. Responding Party did not know supervisory employees in his position could
24 take rest breaks given Defendants’ requirement that supervisors submit to unrelenting, urgent, and
25 humble servant leadership for the sake of the team.
26
27
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1 **SPECIAL INTERROGATORY NO. 8:**

2 IDENTIFY every occurrence where PLAINTIFF was told by APRIL that PLAINTIFF was not
3 permitted a reasonable opportunity to take an unpaid, uninterrupted 30-minute meal period beginning
4 before the end of PLAINTIFF’S fifth hour of work.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

6 Responding Party objects to this interrogatory on the grounds that it is compound in violation
7 of Code of Civil Procedure section 2030.030. Subject to and without waiver of this objection

8 Responding Party states:

9 Responding Party’s pre-employment “Fireseeds” Director Scheduling Policy (approved by April
10 Farage and discussing the requirement of “servant leadership”) placed the full burden of scheduling and
11 covering missed schedules on directors like Responding Party. (See Farage 18-19.) Responding Party’s
12 personal improvement plan (“PIP”).

13 To explain, Responding Party was told that “to be successful at [[Farage Family Company], a
14 leader must be humble and embrace servant leadership which is the willingness to do what it takes
15 without being asked and support their team relentlessly, and without hesitation or frustration.” He was
16 told to ensure that the schedule is correct each week with leadership coverage and team coverage as
17 expected. He was told to partner with the Training Director who is scheduling drive-thru to ensure the
18 entire front of the restaurant was covered each week with schedules done for other Directors to review no
19 later than 11am every Monday at the offsite office. Responding Party was told he was required to have
20 a sense of urgency in working together to plan, show self-initiative in scheduling to train new shift
21 leaders and *ensure* (per American Heritage Dictionary, this means to “*make sure or certain; insure*”).
22 He was also told to “[c]reate a dining room environment centered around *second mile service*, table
23 touches, clearing trays, refreshing beverages that you committed to in 2022.”

24 For meal breaks, Responding Party did not know he was free to leave. Doing so was
25 inconsistent with (i) the sacrifice needed for “servant leadership”; (ii) the “urgent” work he was doing;
26 (iii) his *ensuring* that scheduling was completed for other shifts. Moreover, at directors meeting (date
27 forgotten) April Farage stated that team members should stay on premises during their half hour break.
28 Team members were frequently smoking pot or taking illicit substances in their cars in the parking lot.

1 April Farage did not like that but did not want team members to leave the premises out of fear that the
2 restaurant may be liable if they are involved in crashes. Her solution was to instruct directors to have
3 people stay on premises.

4 If Responding Party went into the office, he would frequently be asked by April Farage what he
5 was doing there. If he sat down in the dining area of the restaurant, April Farage, who was often there
6 (and if not there was frequently monitoring video cameras that showed the front of restaurant), would
7 communicate with him over the phone if she saw something in the restaurant that needed attention. For
8 example, if a customer got up from his or her table with a dirty lunch tray, and April Farage saw
9 Responding Party sitting at a table, April Farage would instruct him during his lunch period to bus the
10 tray for the customer, whether they needed help or not. April Farage's sense of urgency about front of
11 restaurant *second mile service* was partly due to CEM scores that the restaurant received. These scores
12 measured customer satisfaction so the restaurant's weekly CEM scores were closely tracked by April
13 Farage. Defendants' admonition to "be humble and embrace servant leadership" through urgent and
14 relentless support of the team was strong all the times but even more so if work might impact customer
15 experience. Based on the PIP and statements like those in the PIP made previously, an implied
16 condition of Responding Party's employment was to help customers and manage his "team", even when
17 he had clocked out for lunch.

18 Service to his team, in addition to ensuring customer experience would not impact CEM ratings,
19 was required at lunch as well. Responding Party typically had no opportunity to respond to
20 communications made on Slack, by text message, and by email except during lunch or off-site. This is
21 so because, in charge of the front house, he was on his feet nearly his entire shift. A large part of his
22 shift involved filling in for others as they took breaks. A large part of his shift involved monitoring the
23 floor and making sure basic, real time operating problems were identified quickly and taken care of. A
24 large part of his shift included moving to different areas of the restaurant to make sure employees were
25 doing what needed to be done. He lacked the time to look at his phone to respond to messages while on
26 his shift. Defendants' admonition to "be humble and embrace servant leadership" through urgent and
27 relentless support of the team meant one thing: if he needed to communicate during his lunch break to
28

1 address shift change requests, respond to text messages from April and others, and to review and
2 respond to emails and Slack messages, he and other directors were expected to do so.

3
4 **SPECIAL INTERROGATORY NO. 9:**

5 Describe in full detail every occurrence where PLAINTIFF was told by APRIL that
6 PLAINTIFF was not permitted a reasonable opportunity to take an unpaid, uninterrupted 30-minute
7 meal period beginning before the end of PLAINTIFF'S fifth hour of work.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

9 Responding Party objects to this interrogatory on the grounds that it is compound in violation
10 of Code of Civil Procedure section 2030.030. Subject to and without waiver of this objection
11 Responding Party states: Videos taken by security cameras of the inside of the restaurant on days
12 worked on location by Responding Party. Responding Party's personal improvement plan ("PIP");
13 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy (approved by April
14 Farage and discussing the requirement of "servant leadership") placed the full burden of scheduling
15 and covering missed schedules on directors like Responding Party. (See Farage 18-19.) Responding
16 Party's personal improvement plan ("PIP").

17 To explain, Responding Party was told that "to be successful at [[Farage Family Company], a
18 leader must be humble and embrace servant leadership which is the willingness to do what it takes
19 without being asked and support their team relentlessly, and without hesitation or frustration." He was
20 told the ensure that the schedule is correct each week with leadership coverage and team coverage as
21 expected. He was told to partner with the Training Director who is scheduling drive-thru to ensure the
22 entire front of the restaurant was covered each week with schedules done for other Directors to review no
23 later than 11am every Monday at the offsite office. Responding Party was told he was required to have
24 a sense of urgency in working together to plan, show self-initiative in scheduling to train new shift
25 leaders and *ensure* (per American Heritage Dictionary, this means to "*make sure or certain; insure*").
26 He was also told to "[c]reate a dining room environment centered around *second mile service*, table
27 touches, clearing trays, refreshing beverages that you committed to in 2022."

1 For meal breaks, Responding Party did not know he was free to leave. Doing so was
2 inconsistent with (i) the sacrifice needed for “servant leadership”; (ii) the “urgent” work he was doing;
3 (iii) his *ensuring* that scheduling was completed for other shifts. Moreover, at a directors meeting (date
4 forgotten) April Farage stated that team members should stay on premises during their half hour break.
5 Team members were frequently smoking pot or taking illicit substances in their cars in the parking lot.
6 April Farage did not like that but did not want team members to leave the premises out of fear that the
7 restaurant may be liable if they are involved in crashes. Her solution was to instruct directors to have
8 people stay on premises.

9 If Responding Party went into the office, he would frequently be asked by April Farage what he
10 was doing there. If he sat down in the dining area of the restaurant, April Farage, who was often there
11 (and if not there was frequently monitoring video cameras that showed the front of restaurant), would
12 communicate with him over the phone if she saw something in the restaurant that needed attention. For
13 example, if a customer got up from his or her table with a dirty lunch tray, and April Farage saw
14 Responding Party sitting at a table, April Farage would instruct him during his lunch period to bus the
15 tray for the customer, whether they needed help or not. April Farage’s sense of urgency about front of
16 restaurant *second mile service* was partly due to CEM scores that the restaurant received. These scores
17 measured customer satisfaction so the restaurant’s weekly CEM scores were closely tracked by April
18 Farage. Defendants’ admonition to “be humble and embrace servant leadership” through urgent and
19 relentless support of the team was strong all the times but even more so if work might impact customer
20 experience. Based on the PIP and statements like those in the PIP made previously, an implied
21 condition of Responding Party’s employment was to help customers and manage his “team”, even when
22 he had clocked out for lunch.

23 Service to his team, in addition to ensuring customer experience would not impact CEM ratings,
24 was required at lunch as well. Responding Party typically had no opportunity to respond to
25 communications made on Slack, by text message, and by email except during lunch or off-site. This is
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27 shift involved filling in for others as they took breaks. A large part of his shift involved monitoring the
28 floor and making sure basic, real time operating problems were identified quickly and taken care of. A

1 large part of his shift included moving to different areas of the restaurant to make sure employees were
2 doing what needed to be done. He lacked the time to look at his phone to respond to messages while on
3 his shift. Defendants' admonition to "be humble and embrace servant leadership" through urgent and
4 relentless support of the team meant one thing: if he needed to communicate during his lunch break to
5 address shift change requests, respond to text messages from April and others, and to review and
6 respond to emails and Slack messages, he and other directors were expected to do so.

7 **SPECIAL INTERROGATORY NO. 10:**

8 IDENTIFY every occurrence where PLAINTIFF was told by any FFCLLC representative that
9 PLAINTIFF was not permitted a reasonable opportunity to take an unpaid, uninterrupted 30-minute
10 meal period beginning before the end of PLAINTIFF'S fifth hour of work.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

12 Responding Party objects to this interrogatory on the grounds that it is compound in violation
13 of Code of Civil Procedure section 2030.030. Subject to and without waiver of this objection
14 Responding Party states: Videos taken by security cameras of the inside of the restaurant on days
15 worked on location by Responding Party. Responding Party's personal improvement plan ("PIP");
16 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy (approved by April
17 Farage and discussing the requirement of "servant leadership") placed the full burden of scheduling
18 and covering missed schedules on directors like Responding Party. (See Farage 18-19.) Responding
19 Party's personal improvement plan ("PIP").

20 To explain, Responding Party was told that "to be successful at [][Farage Family Company], a
21 leader must be humble and embrace servant leadership which is the willingness to do what it takes
22 without being asked and support their team relentlessly, and without hesitation or frustration." He was
23 told the ensure that the schedule is correct each week with leadership coverage and team coverage as
24 expected. He was told to partner with the Training Director who is scheduling drive-thru to ensure the
25 entire front of the restaurant was covered each week with schedules done for other Directors to review no
26 later than 11am every Monday at the offsite office. Responding Party was told he was required to have
27 a sense of urgency in working together to plan, show self-initiative in scheduling to train new shift
28 leaders and *ensure* (per American Heritage Dictionary, this means to "*make sure or certain; insure*").

1 He was also told to “[c]reate a dining room environment centered around *second mile service*, table
2 touches, clearing trays, refreshing beverages that you committed to in 2022.”

3 For meal breaks, Responding Party did not know he was free to leave. Doing so was
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5 (iii) his *ensuring* that scheduling was completed for other shifts. Moreover, at directors meeting (date
6 forgotten) April Farage stated that team members should stay on premises during their half hour break.
7 Team members were frequently smoking pot or taking illicit substances in their cars in the parking lot.
8 April Farage did not like that but did not want team members to leave the premises out of fear that the
9 restaurant may be liable if they are involved in crashes. Her solution was to instruct directors to have
10 people stay on premises.

11 If Responding Party went into the office, he would frequently be asked by April Farage what he
12 was doing there. If he sat down in the dining area of the restaurant, April Farage, who was often there
13 (and if not there was frequently monitoring video cameras that showed the front of the restaurant), would
14 communicate with him over the phone if she saw something in the restaurant that needed attention. For
15 example, if a customer got up from his or her table with a dirty lunch tray, and April Farage saw
16 Responding Party sitting at a table, April Farage would instruct him during his lunch period to bus the
17 tray for the customer, whether they needed help or not. April Farage’s sense of urgency about front of
18 the restaurant *second mile service* was partly due to CEM scores that the restaurant received. These
19 scores measured customer satisfaction so the restaurant’s weekly CEM scores were closely tracked by
20 April Farage. Defendants’ admonition to “be humble and embrace servant leadership” through urgent
21 and relentless support of the team was strong all the times but even more so if work might impact
22 customer experience. Based on the PIP and statements like those in the PIP made previously, an implied
23 condition of Responding Party’s employment was to help customers and manage his “team”, even when
24 he had clocked out for lunch.

25 Service to his team, in addition to ensuring customer experience would not impact CEM ratings,
26 was required at lunch as well. Responding Party typically had no opportunity to respond to
27 communications made on Slack, by text message, and by email except during lunch or off-site. This is
28 so because, in charge of the front of the restaurant, he was on his feet nearly his entire shift. A large part

1 of his shift involved filling in for others as they took breaks. A large part of his shift involved
2 monitoring the floor and making sure basic, real time operating problems were identified quickly and
3 taken care of. A large part of his shift included moving to different areas of the restaurant to make sure
4 employees were doing what needed to be done. He lacked the time to look at his phone to respond to
5 messages while on his shift. Defendants' admonition to "be humble and embrace servant leadership"
6 through urgent and relentless support of the team meant one thing: if he needed to communicate during
7 his lunch break to address shift change requests, respond to text messages from April and others, and to
8 review and respond to emails and Slack messages, he and other directors were expected to do so.

9 **SPECIAL INTERROGATORY NO. 11:**

10 Describe in full detail every occurrence where PLAINTIFF was told by any FFCLLC
11 representative that PLAINTIFF was not permitted a reasonable opportunity to take an unpaid,
12 uninterrupted 30-minute meal period beginning before the end of PLAINTIFF'S fifth hour of work.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

14 Responding Party objects to this interrogatory on the grounds that it is compound in violation
15 of Code of Civil Procedure section 2030.030. Subject to and without waiver of this objection
16 Responding Party states: Videos taken by security cameras of the inside of the restaurant on days
17 worked on location by Responding Party. Responding Party's personal improvement plan ("PIP");
18 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy (approved by April
19 Farage and discussing the requirement of "servant leadership") placed the full burden of scheduling
20 and covering missed schedules on directors like Responding Party. (See Farage 18-19.) Responding
21 Party's personal improvement plan ("PIP").

22 For meal breaks, Responding Party did not know he was free to leave. Doing so was
23 inconsistent with (i) the sacrifice needed for "servant leadership"; (ii) the "urgent" work he was doing;
24 (iii) his *ensuring* that scheduling was completed for other shifts. Moreover, at directors meeting (date
25 forgotten) April Farage stated that team members should stay on premises during their half hour break.
26 Team members were frequently smoking pot or taking illicit substances in their cars in the parking lot.
27 April Farage did not like that but did not want team members to leave the premises out of fear that the
28

1 restaurant may be liable if they are involved in crashes. Her solution was to instruct directors to have
2 people stay on premises.

3 If Responding Party went into the office, he would frequently be asked by April Farage what he
4 was doing there. If he sat down in the dining area of the restaurant, April Farage, who was often there
5 (and if not there was frequently monitoring video cameras that showed the front of the restaurant),
6 would communicate with him over the phone if she saw something in the restaurant that needed
7 attention. For example, if a customer got up from his or her table with a dirty lunch tray, and April
8 Farage saw Responding Party sitting at a table, April Farage would instruct him during his lunch period
9 to bus the tray for the customer, whether they needed help or not. April Farage's sense of urgency about
10 front of the restaurant *second mile service* was partly due to CEM scores that the restaurant received.
11 These scores measured customer satisfaction so the restaurant's weekly CEM scores were closely
12 tracked by April Farage. Defendants' admonition to "be humble and embrace servant leadership"
13 through urgent and relentless support of the team was strong all the times but even more so if work
14 might impact customer experience. Based on the PIP and statements like those in the PIP made
15 previously, an implied condition of Responding Party's employment was to help customers and manage
16 his "team", even when he had clocked out for lunch.

17 Service to his team, in addition to ensuring customer experience would not impact CEM ratings,
18 was required at lunch as well. Responding Party typically had no opportunity to respond to
19 communications made on Slack, by text message, and by email except during lunch or off-site. This is
20 so because, in charge of the front of the restaurant, he was on his feet nearly his entire shift. A large part
21 of his shift involved filling in for others as they took breaks. A large part of his shift involved
22 monitoring the floor and making sure basic, real time operating problems were identified quickly and
23 taken care of. A large part of his shift included moving to different areas of the restaurant to make sure
24 employees were doing what needed to be done. He lacked the time to look at his phone to respond to
25 messages while on his shift. Defendants' admonition to "be humble and embrace servant leadership"
26 through urgent and relentless support of the team meant one thing: if he needed to communicate during
27 his lunch break to address shift change requests, respond to text messages from April and others, and to
28 review and respond to emails and Slack messages, he and other directors were expected to do so.

1 **SPECIAL INTERROGATORY NO. 12:**

2 IDENTIFY every occurrence where PLAINTIFF was told by APRIL that PLAINTIFF was not
3 permitted was not permitted to leave FFCLLC property during any unpaid, uninterrupted 30-minute
4 meal period beginning before the end of PLAINTIFF'S fifth hour of work.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

6 Responding Party objects to this interrogatory on the grounds that it is compound in violation
7 of Code of Civil Procedure section 2030.030. Subject to and without waiver of this objection
8 Responding Party states: Videos taken by security cameras of the inside of the restaurant on days
9 worked on location by Responding Party. Responding Party's personal improvement plan ("PIP");
10 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy (approved by April
11 Farage and discussing the requirement of "servant leadership") placed the full burden of scheduling
12 and covering missed schedules on directors like Responding Party. (See Farage 18-19.) Responding
13 Party's personal improvement plan ("PIP").

14 For meal breaks, Responding Party did not know he was free to leave. Doing so was
15 inconsistent with (i) the sacrifice needed for "servant leadership"; (ii) the "urgent" work he was doing;
16 (iii) his *ensuring* that scheduling was completed for other shifts. Moreover, at directors meeting (date
17 forgotten) April Farage stated that team members should stay on premises during their half hour break.
18 Team members were frequently smoking pot or taking illicit substances in their cars in the parking lot.
19 April Farage did not like that but did not want team members to leave the premises out of fear that the
20 restaurant may be liable if they are involved in crashes. Her solution was to instruct directors to have
21 people stay on premises.

22 If Responding Party went into the office, he would frequently be asked by April Farage what he
23 was doing there. If he sat down in the dining area of the restaurant, April Farage, who was often there
24 (and if not there was frequently monitoring video cameras that showed the front of the restaurant),
25 would communicate with him over the phone if she saw something in the restaurant that needed
26 attention. For example, if a customer got up from his or her table with a dirty lunch tray, and April
27 Farage saw Responding Party sitting at a table, April Farage would instruct him during his lunch period
28 to bus the tray for the customer, whether they needed help or not. April Farage's sense of urgency about

1 front of house *second mile service* was partly due to CEM scores that the restaurant received. These
2 scores measured customer satisfaction so the restaurant's weekly CEM scores were closely tracked by
3 April Farage. Defendants' admonition to "be humble and embrace servant leadership" through urgent
4 and relentless support of the team was strong all the times but even more so if work might impact
5 customer experience. Based on the PIP and statements like those in the PIP made previously, an implied
6 condition of Responding Party's employment was to help customers and manage his "team", even when
7 he had clocked out for lunch.

8 Service to his team, in addition to ensuring customer experience would not impact CEM ratings,
9 was required at lunch as well. Responding Party typically had no opportunity to respond to
10 communications made on Slack, by text message, and by email except during lunch or off-site. This is
11 so because, in charge of the front house, he was on his feet nearly his entire shift. A large part of his
12 shift involved filling in for others as they took breaks. A large part of his shift involved monitoring the
13 floor and making sure basic, real time operating problems were identified quickly and taken care of. A
14 large part of his shift included moving to different areas of the restaurant to make sure employees were
15 doing what needed to be done. He lacked the time to look at his phone to respond to messages while on
16 his shift. Defendants' admonition to "be humble and embrace servant leadership" through urgent and
17 relentless support of the team meant one thing: if he needed to communicate during his lunch break to
18 address shift change requests, respond to text messages from April and others, and to review and
19 respond to emails and Slack messages, he and other directors were expected to do so.

20 **SPECIAL INTERROGATORY NO. 13:**

21 Describe in full detail every occurrence where PLAINTIFF was told by APRIL that
22 PLAINTIFF was not permitted to leave FFCLLC property during any unpaid, uninterrupted 30-minute
23 meal period beginning before the end of PLAINTIFF'S fifth hour of work.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

25 Responding Party objects to this interrogatory on the grounds that it is compound in violation
26 of Code of Civil Procedure section 2030.030. Subject to and without waiver of this objection
27 Responding Party states: Videos taken by security cameras of the inside of the restaurant on days
28 worked on location by Responding Party. Responding Party's personal improvement plan ("PIP");

1 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy (approved by April
2 Farage and discussing the requirement of "servant leadership") placed the full burden of scheduling
3 and covering missed schedules on directors like Responding Party. (See Farage 18-19.) Responding
4 Party's personal improvement plan ("PIP").

5 For meal breaks, Responding Party did not know he was free to leave. Doing so was
6 inconsistent with (i) the sacrifice needed for "servant leadership"; (ii) the "urgent" work he was doing;
7 (iii) his *ensuring* that scheduling was completed for other shifts. Moreover, at a directors meeting (date
8 forgotten) April Farage stated that team members should stay on premises during their half hour break.
9 Team members were frequently smoking pot or taking illicit substances in their cars in the parking lot.
10 April Farage did not like that but did not want team members to leave the premises out of fear that the
11 restaurant may be liable if they are involved in crashes. Her solution was to instruct directors to have
12 people stay on premises.

13 If Responding Party went into the office, he would frequently be asked by April Farage what he
14 was doing there. If he sat down in the dining area of the restaurant, April Farage, who was often there
15 (and if not there was frequently monitoring video cameras that showed the front of house), would
16 communicate with him over the phone if she saw something in the restaurant that needed attention. For
17 example, if a customer got up from his or her table with a dirty lunch tray, and April Farage saw
18 Responding Party sitting at a table, April Farage would instruct him during his lunch period to bus the
19 tray for the customer, whether they needed help or not. April Farage's sense of urgency about the front
20 of the restaurant *second mile service* was partly due to CEM scores that the restaurant received. These
21 scores measured customer satisfaction so the restaurant's weekly CEM scores were closely tracked by
22 April Farage. Defendants' admonition to "be humble and embrace servant leadership" through urgent
23 and relentless support of the team was strong all the times but even more so if work might impact
24 customer experience. Based on the PIP and statements like those in the PIP made previously, an implied
25 condition of Responding Party's employment was to help customers and manage his "team", even when
26 he had clocked out for lunch.

27 Service to his team, in addition to ensuring customer experience would not impact CEM ratings,
28 was required at lunch as well. Responding Party typically had no opportunity to respond to

1 communications made on Slack, by text message, and by email except during lunch or off-site. This is
2 so because, in charge of the front of the restaurant, he was on his feet nearly his entire shift. A large part
3 of his shift involved filling in for others as they took breaks. A large part of his shift involved
4 monitoring the floor and making sure basic, real time operating problems were identified quickly and
5 taken care of. A large part of his shift included moving to different areas of the restaurant to make sure
6 employees were doing what needed to be done. He lacked the time to look at his phone to respond to
7 messages while on his shift. Defendants' admonition to "be humble and embrace servant leadership"
8 through urgent and relentless support of the team meant one thing: if he needed to communicate during
9 his lunch break to address shift change requests, respond to text messages from April and others, and to
10 review and respond to emails and Slack messages, he and other directors were expected to do so.

11 **SPECIAL INTERROGATORY NO. 14:**

12 IDENTIFY every occurrence where PLAINTIFF was told by any FFCLLC representative that
13 PLAINTIFF was not permitted to leave FFCLLC property during any unpaid, uninterrupted 30-minute
14 meal period beginning before the end of PLAINTIFF'S fifth hour of work.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

16 Responding Party objects to this interrogatory on the grounds that it is compound in violation
17 of Code of Civil Procedure section 2030.030. Subject to and without waiver of this objection
18 Responding Party states: Videos taken by security cameras of the inside of the restaurant on days
19 worked on location by Responding Party. Responding Party's personal improvement plan ("PIP");
20 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy (approved by April
21 Farage and discussing the requirement of "servant leadership") placed the full burden of scheduling
22 and covering missed schedules on directors like Responding Party. (See Farage 18-19.) Responding
23 Party's personal improvement plan ("PIP").

24 For meal breaks, Responding Party did not know he was free to leave. Doing so was
25 inconsistent with (i) the sacrifice needed for "servant leadership"; (ii) the "urgent" work he was doing;
26 (iii) his *ensuring* that scheduling was completed for other shifts. Moreover, at directors meeting (date
27 forgotten) April Farage stated that team members should stay on premises during their half hour break.
28 Team members were frequently smoking pot or taking illicit substances in their cars in the parking lot.

1 April Farage did not like that but did not want team members to leave the premises out of fear that the
2 restaurant may be liable if they are involved in crashes. Her solution was to instruct directors to have
3 people stay on premises.

4 If Responding Party went into the office, he would frequently be asked by April Farage what he
5 was doing there. If he sat down in the dining area of the restaurant, April Farage, who was often there
6 (and if not there was frequently monitoring video cameras that showed the front of the restaurant),
7 would communicate with him over the phone if she saw something in the restaurant that needed
8 attention. For example, if a customer got up from his or her table with a dirty lunch tray, and April
9 Farage saw Responding Party sitting at a table, April Farage would instruct him during his lunch period
10 to bus the tray for the customer, whether they needed help or not. April Farage's sense of urgency about
11 the front of the restaurant *second mile service* was partly due to CEM scores that the restaurant received.
12 These scores measured customer satisfaction so the restaurant's weekly CEM scores were closely
13 tracked by April Farage. Defendants' admonition to "be humble and embrace servant leadership"
14 through urgent and relentless support of the team was strong all the times but even more so if work
15 might impact customer experience. Based on the PIP and statements like those in the PIP made
16 previously, an implied condition of Responding Party's employment was to help customers and manage
17 his "team", even when he had clocked out for lunch.

18 Service to his team, in addition to ensuring customer experience would not impact CEM ratings,
19 was required at lunch as well. Responding Party typically had no opportunity to respond to
20 communications made on Slack, by text message, and by email except during lunch or off-site. This is
21 so because, in charge of the front of the restaurant, he was on his feet nearly his entire shift. A large part
22 of his shift involved filling in for others as they took breaks. A large part of his shift involved
23 monitoring the floor and making sure basic, real time operating problems were identified quickly and
24 taken care of. A large part of his shift included moving to different areas of the restaurant to make sure
25 employees were doing what needed to be done. He lacked the time to look at his phone to respond to
26 messages while on his shift. Defendants' admonition to "be humble and embrace servant leadership"
27 through urgent and relentless support of the team meant one thing: if he needed to communicate during
28

1 his lunch break to address shift change requests, respond to text messages from April and others, and to
2 review and respond to emails and Slack messages, he and other directors were expected to do so.

3
4 **SPECIAL INTERROGATORY NO. 15:**

5 Describe in full detail every occurrence where PLAINTIFF was told by any FFCLLC
6 representative that PLAINTIFF was not permitted to leave FFCLLC property during any unpaid,
7 uninterrupted 30-minute meal period beginning before the end of PLAINTIFF'S fifth hour of work.

8 **RESPONSE TO SPECIAL INTERROGATORY NO 15:**

9 Responding Party objects to this interrogatory on the grounds that it is compound in violation
10 of Code of Civil Procedure section 2030.030. Subject to and without waiver of this objection
11 Responding Party states: Videos taken by security cameras of the inside of the restaurant on days
12 worked on location by Responding Party. Responding Party's personal improvement plan ("PIP");
13 Responding Party's pre-employment "Fireseeds" Director Scheduling Policy (approved by April
14 Farage and discussing the requirement of "servant leadership") placed the full burden of scheduling
15 and covering missed schedules on directors like Responding Party. (See Farage 18-19.) Responding
16 Party's personal improvement plan ("PIP").

17 For meal breaks, Responding Party did not know he was free to leave. Doing so was
18 inconsistent with (i) the sacrifice needed for "servant leadership"; (ii) the "urgent" work he was doing;
19 (iii) his *ensuring* that scheduling was completed for other shifts. Moreover, at a directors meeting (date
20 forgotten) April Farage stated that team members should stay on premises during their half hour break.
21 Team members were frequently smoking pot or taking illicit substances in their cars in the parking lot.
22 April Farage did not like that but did not want team members to leave the premises out of fear that the
23 restaurant may be liable if they are involved in crashes. Her solution was to instruct directors to have
24 people stay on premises.

25 If Responding Party went into the office, he would frequently be asked by April Farage what he
26 was doing there. If he sat down in the dining area of the restaurant, April Farage, who was often there
27 (and if not there was frequently monitoring video cameras that showed the front of the restaurant),
28 would communicate with him over the phone if she saw something in the restaurant that needed

1 attention. For example, if a customer got up from his or her table with a dirty lunch tray, and April
2 Farage saw Responding Party sitting at a table, April Farage would instruct him during his lunch period
3 to bus the tray for the customer, whether they needed help or not. April Farage's sense of urgency about
4 the front of the restaurant *second mile service* was partly due to CEM scores that the restaurant received.
5 These scores measured customer satisfaction so the restaurant's weekly CEM scores were closely
6 tracked by April Farage. Defendants' admonition to "be humble and embrace servant leadership"
7 through urgent and relentless support of the team was strong all the times but even more so if work
8 might impact customer experience. Based on the PIP and statements like those in the PIP made
9 previously, an implied condition of Responding Party's employment was to help customers and manage
10 his "team", even when he had clocked out for lunch.

11 Service to his team, in addition to ensuring customer experience would not impact CEM ratings,
12 was required at lunch as well. Responding Party typically had no opportunity to respond to
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16 monitoring the floor and making sure basic, real time operating problems were identified quickly and
17 taken care of. A large part of his shift included moving to different areas of the restaurant to make sure
18 employees were doing what needed to be done. He lacked the time to look at his phone to respond to
19 messages while on his shift. Defendants' admonition to "be humble and embrace servant leadership"
20 through urgent and relentless support of the team meant one thing: if he needed to communicate during
21 his lunch break to address shift change requests, respond to text messages from April and others, and to
22 review and respond to emails and Slack messages, he and other directors were expected to do so.

23 **SPECIAL INTERROGATORY NO. 16:**

24 IDENTIFY every occurrence where PLAINTIFF contends PLAINTIFF'S paycheck was
25 untimely.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

1 IDENTIFY every electronic mail account with which PLAINTIFF was registered between
2 January 5, 2022, and March 30, 2023.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 29:**

4 Responding Party objects to this interrogatory on the grounds that it seeks the disclosure of
5 information that is neither relevant to this action nor likely to lead to the disclosure of admissible
6 evidence. Responding Party also objects to this interrogatory on the grounds that it seeks the disclosure
7 of information that is subject to Responding Party's right of privacy. Subject to and without waiver of
8 the foregoing objection, Responding Party agrees to provide information about accounts he used to
9 communicate with Defendants as follows: cameroncrary@yahoo.com.

10 **SPECIAL INTERROGATORY NO. 30:**

11 IDENTIFY every mobile device used by PLAINTIFF between January 5, 2022, and March 30,
12 2023.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 30:**

14 Iphone.

15 **SPECIAL INTERROGATORY NO. 31:**

16 IDENTIFY every cellular telephone number used by PLAINTIFF between January 5, 2022,
17 and March 30, 2023.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 31:**

19 916-883-8881.

20
21 Dated: April 2, 2024

CLAASSEN MARRS, P.C.

22
23 

24 By: _____

25 John Claassen
26 Attorneys for Plaintiff
27 CAMERON CRARY
28

Cameron Crary v. Farage Family, LLC and April Farage
County of San Joaquin Case No. STK-CV-UOE-2023-0009637

VERIFICATION

I, Cameron Crary, declare as follows:

I am a plaintiff in the above-entitled matter.

I have read the foregoing Responses to Defendant's Special Interrogatories, Set One and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 1st day of April 2024.



Cameron Crary

EXHIBIT E

EXHIBIT E

PAGA SETTLEMENT AGREEMENT

Cameron Crary and Farage Family Company LLC, et al.

This Labor Code Private Attorney General Act (PAGA) Settlement Agreement (“Agreement”) is made by and between Plaintiff CAMERON CRARY (“Plaintiff”), on the one hand, and Defendants FARAGE FAMILY COMPANY LLC, and APRIL FARAGE (“Defendants”), on the other hand. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Cameron Crary v Farage Family Company LLC, et al.*, initiated on August 22, 2023, and pending in Superior Court of the State of California, County of San Joaquin, designated as Case No. STK-CV-UOE-2023-0009637.
- 1.2. “Administrator” means Phoenix Class Action Administrators, 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 approval of this Settlement.
- 1.4. “Aggrieved Employee” means a current or former non-exempt employee of Defendant FARAGE FAMILY COMPANY LLC in California who worked for Defendant FARAGE FAMILY COMPANY LLC during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Joaquin.

- 1.9. “Defense Counsel” means Joseph W. Rose, Esq., Rose Law, A Professional Corporation, 4092 Bridge Street, Fair Oaks, California, 95630, Tel. (916) 273-1260.
- 1.10. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Approving the PAGA Settlement and
(b) the Judgment is final and non-appealable.
- 1.11. “Gross Settlement Amount” means Forty-five Thousand Dollars, Two Hundred, Forty-Six Dollars, and Thirty-Three Cents (\$45,246.33) which is the total amount Defendants agree to pay under this Agreement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means the attorneys representing the Plaintiff in the Action:

John Claassen, Esq.
Claassen Law Corp.
1990 N. California Blvd., 8th Floor
Walnut Creek, CA 94596
Tel: (925) 204-3885
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of

reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant FARAGE FAMILY COMPANY LLC for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from June 15, 2022 through final approval by the Court.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiff's letter to Defendants and the LWDA, dated June 15, 2023, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,246.33), allocated 25% to the Aggrieved Employees (\$5,061.58) and the 75% to LWDA (\$15,184.75) in settlement of PAGA claims.
- 1.24. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.25. "Released Parties" means: Defendant FARAGE FAMILY COMPANY LLC, Defendant APRIL FARAGE, and each of its/her former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, employees, spouses, agents, and/or professional employer organizations.
- 1.26. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On August 22, 2023, Plaintiff CAMERON CRARY commenced this Action by filing a Complaint alleging causes of action against Defendants for: alleging twenty-four (24) causes of action against Employer for: 1) Unpaid Wages; 2) Premium Pay for Missed Rest Breaks; 3) Premium Pay for Missed Meal Breaks; 4) Continuing Wages under Labor Code section 203; and 5 through 24, inclusive,) various claims for penalties under the Labor Code Private Attorneys General Act ("PAGA"). The August 22, 2023, Complaint is the operative complaint in the Action (the "Operative Complaint.")

- 2.2. Causes of action one (1) through four (4) alleging unpaid wages, premium pay for missed rest breaks, premium pay for missed meal breaks, and continuing wages under Labor Code section 203, respectively, are purely personal to Plaintiff. Causes of action five (5) through twenty-four (24), inclusive, alleging various claims for penalties under the Labor Code Private Attorneys General Act ("PAGA") are brought by Plaintiff in a representative capacity on behalf of the State of California relating to himself and other so-called Aggrieved Employees. Settlement of Plaintiff's individual claims is made under a separate individual settlement agreement between the Parties.¹
- 2.3. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.5. On June 19, 2025, the Parties participated in a mediation presided over by mediator Claudia Hagadus Long, Esq., of ADR Services, Inc., which led to this arm's-length Agreement to compromise and settle the Action.
- 2.6. Prior to mediation and negotiating the Settlement, Plaintiff CAMERON CRARY obtained, through formal written discovery, information related to Defendants' alleged Labor Code violations, include wage and payroll information for the employees and former employees employed by Defendant FARAGE FAMILY COMPANY LLC during the PAGA Period.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants promise to pay Forty-Five Thousand, Two Hundred, Forty-Six Dollars and Thirty-Three Cents (\$45,246.33) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

¹ Under that separate settlement agreement, the Parties agreed to a compromise settlement of Plaintiff's individual (non-PAGA) claims.

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:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment, which is not to exceed \$9,000 and PAGA Counsel Litigation Expenses Payment of not to exceed \$5,000. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will report the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using IRS 1099, Box 10. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court.

3.2.3. To the PAGA Representative: A PAGA Representative Payment not to exceed \$6,000. Defendants will not oppose requests for Court approval of this payment provided it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Representative Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Representative Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff arising from any claim to any portion of any PAGA Representative Payment. The Administrator will report the PAGA Representative Payment using IRS Form 1099, Box 3. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Representative Payment and holds Defendants harmless from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,246.33 to be paid from the Gross Settlement Amount, with 75%

(\$15,184.75) allocated to the LWDA PAGA Payment and 25% (\$5,061.58) allocated to the Individual PAGA Payments.

- 3.2.5. The Administrator will calculate each Individual PAGA Payment by: (i) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,061.58) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; then (ii) 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 323 Aggrieved Employees who worked a total of 8746 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within twenty-one (21) days of the Court's appointment of the Administrator, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee 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 Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within ten (10) calendar days from the Effective Date.
 - 4.3.1. Payments from the Gross Settlement Amount. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail and/or wire checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payment, the PAGA Counsel Fees Payment, and the PAGA Litigation Expenses Payment.

- 4.3.2. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.3.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.3.5. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as, for example, 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 4.3.6. The Administrator will issue the PAGA Representative Payment payable to the Plaintiff and mail it to Plaintiff in care of Claassen Law Corp., 1990 N. California Blvd., 8th Floor, Walnut Creek, CA 94596.
- 4.3.7. The Administrator will wire the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment to PAGA Counsel. PAGA Counsel will provide the Administrator with necessary bank routing number(s), bank account number(s), and wire information.

5. RELEASES OF CLAIMS. Conditioned upon Defendants fully and timely funding the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1.1. Plaintiff's Release. Plaintiff releases and forever discharges Released Parties from all claims, transactions, or occurrences during the PAGA Period, including, without limitation, all claims that were alleged in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement. 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. This release shall be binding upon, and inure to the benefit of, the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

5.1.2. 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.

5.2. Release by Aggrieved Employees:

Conditioned upon Defendants fully and timely funding the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release and forever discharge the Released Parties for all PAGA Penalties arising during the PAGA Period, including, without limitation, all PAGA Penalties for claims that were alleged in the Operative Complaint and the PAGA Notice. This release shall be binding upon the Aggrieved Employees and their heirs, representatives, executors, administrators, successors, spouses, agents, insurers, and assigns, and shall inure to the benefit of each and all Released Parties, and to their heirs, representatives, executors, administrators, successors, spouses, employees, and assignees.

5.3. Release by PAGA Counsel:

Conditioned upon Defendants fully and timely funding the entire Gross Settlement Amount, PAGA Counsel release and forever discharge the Released Parties from all claims for attorney's fees and litigation expenses incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This release shall be binding upon PAGA Counsel and their heirs, representatives, executors, administrators, successors, insurers, and assigns,

and shall inure to the benefit of each and all Released Parties, and to their heirs, representatives, executors, administrators, successors, spouses, employees, and assignees.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to timely transmission to the LWDA of all necessary PAGA documents (*i.e.*, initial notice of violations (Labor Code section 2699.3, subd. (a)), provision to the LWDA of a file-stamped copy of the Operative Complaint (Labor Code section 2699, subd. (l)(1)), provision to the LWDA of the proposed Settlement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's settlement approval to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Settlement Administrators 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 to the state and federal taxing 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. Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. 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.

- 8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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.

9. ADDITIONAL PROVISIONS.

- 9.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.

Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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).

- 9.2. 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 PAGA Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 9.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.
- 9.4. 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.
- 9.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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.

- 9.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §§ 1152, and 1115, *et seq.*, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants.
- 9.13. 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.
- 9.14. 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.
- 9.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

John Claassen, Esq.
Claassen Law Corp.
1990 N. California Blvd., 8th Floor
Walnut Creek, CA 94596
Tel: (925) 204-3885

To Defendants:

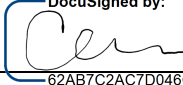
Joseph W. Rose, Esq.
Mehran Tahoori, Esq.
ROSE LAW, APC
4092 Bridge Street
Fair Oaks, CA 95628
Tel: (916) 273-1260

- 9.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign or other method compliant with the Electronic Signatures in Global and National Commerce Act (E-Sign Act) Act and/or the Uniform Electronic Transactions Act), 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.
- 9.17. 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 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto have each approved and executed this Agreement on the dates set forth opposite their respective signatures.

Cameron Crary ("Plaintiff")

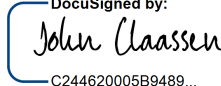
Dated: 7/28/2025

DocuSigned by:

62AB7C2AC7D046C...
Cameron Crary

Approved as to form:

Dated: 7/29/2025

CLAASSEN LAW CORP.

By: 
C244620005B9489...
John Claassen
Attorney for Employee
Cameron Crary

IN WITNESS WHEREOF, the Parties hereto have each approved and executed this Agreement on the dates set forth opposite their respective signatures.

(“Defendants”)

Dated: 7/24/2025

Farage Family Company LLC

By: 
ID CEynMGU5AqZSA9XcDvJMWKwm

April Farage
Its: Managing Member

Dated: 7/24/2025


ID CEynMGU5AqZSA9XcDvJMWKwm

April Farage
Individually

Approved as to form:

Dated: 7/24/2025

ROSE LAW, A PROFESSIONAL CORPORATION

By: 
ID BUr8pmsi22na4D2B.Jkua8bhww

Joseph W. Rose
Attorney for Defendants
Farage Family Company LLC, and
April Farage

eSignature Details

Signer ID: CEynMGU5AqZSA9XcDvJMWKwm
Signed by: April Farage
Sent to email: aprilfarage@gmail.com
IP Address: 73.162.67.174
Signed at: Jul 24 2025, 1:08 pm PDT

Signer ID: BUr8pmsi22na4D2BJkua8bhw
Signed by: Joe Rose
Sent to email: joe@joeroselaw.com
IP Address: 172.117.5.251
Signed at: Jul 24 2025, 4:37 pm PDT