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County of San Joaquin
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Motion
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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 CAMERON CRARY IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE THE SETTLEMENT OF
CLAIMS FOR CIVIL PENALTIES UNDER
PAGA**

Date: November 7, 2025

Time: 9:00 a.m.

Dept: 11B

DECLARATION OF CAMERON CRARY

I, Cameron Crary, declare:

1. I am plaintiff Cameron Crary. 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. I was hired by Defendants as a Director of Hospitality at their Chick-Fil-A restaurant at March Lane and Interstate 5 in Stockton in January 2022. This was their only location.

3. I was hired as a non-exempt employee at the ordinary rate of \$33 per hour. As per my offer letter, I was to work 45 hours per week with five hours of overtime. Defendants terminated my employment on or around March 31, 2023. While I worked there, I reported to defendant April Farage. Attached hereto as **Exhibit A** is a true and correct copy of my offer letter.

4. There are generally three shifts per day, with the first one starting around 5:30 a.m. and the last one ending just after midnight. Shift leads opened and closed the restaurant. Scheduled directors started later in the morning and left earlier than shift leads. Shifts were filled by employees ranging from full-time equivalents to part time high school students with limited availability. Employees were paid every two weeks on Thursdays according to a schedule published in advance.

5. The restaurant divides personnel between front of house and back of house with the back of the house being focused on food preparation and the front of house being customer-facing. When I worked there, the front of house was sometimes further divided between the drive through and the front dining room counter.

6. There was typically one front of house director scheduled in the morning, as well as two shift leads (one for the front counter and the other for the drive through.) The back of house similarly routinely scheduled two shift leads per shifts. Directors came in later.

7. During my employment for Defendants, there were no assistant directors.

8. Two directors were in charge of scheduling front of house shifts and finding replacements when workers called out for the day. I was one of them. The back of house director scheduled back of house shifts.

1 9. Finding coverage sometimes required me to work prior to my scheduled shifts to ensure
2 adequate staffing later in the day.

3 10. While on shift, I was typically on my feet at the restaurant while formally on shift except
4 for very brief periods of work sitting down. On shift, I was involved in scheduling front of house
5 workers for coming shifts, responding to and finding coverage for employee absences early in the
6 morning, handling workers' compensation issues, supervising shifts leads, counseling employees,
7 finding coverage for employees' breaks or breaking workers myself, and dealing with machinery issues
8 and breakdowns, including calling in repair services.

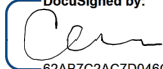
9 11. Further, when a shift lead called out or was not otherwise available, I covered the
10 position. This meant that my other duties (i.e. scheduling, finding coverage for breaks, handling
11 employee issues) were halted. Likewise, when I covered the break of a worker or shift lead, I was not
12 doing director duties during that period.

13 12. For 10-minute rest periods, there was nowhere I could go to avoid interacting with people
14 who worked for him, except with limited success, the dining room. Other employees could take breaks
15 immediately outside a small office in the back. Even for 30-minute meal periods, about the only place I
16 could go was to the dining room itself. The restaurant being located at a busy intersection, it was
17 relatively time consuming for an employee to leave the parking. Even a round trip just a couple of
18 blocks away could easily take five to seven minutes, seriously cutting into a 30-minute meal period.

19 13. I have reviewed information my attorney about the maximum recoverable penalties in
20 this case. While I worked for Defendants as a director, I learned some high level financial information
21 including their approximate monthly gross and how much Defendants netted after costs of good sold and
22 other overhead. I learned this through my own work as director (which involved reconciling point of
23 sale machines), conversations with defendant April Farage, and my own understanding as someone who
24 at one time was considering opening a Chick-Fil-A franchise. Chick-Fil-A generally requires operators
25 to devote full time to a single location. Defendants do not gross enough to pay but a very small fraction
26 of the maximum recoverable penalty.

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

3 Dated: 9/23/2025

DocuSigned by:

62AB7C2AC7D046C

Cameron Crary

EXHIBIT A

EXHIBIT A



March Lane at I-5

Cameron,

We are thrilled to offer you the Director of Hospitality position with Chick-fil-A March Lane at I-5.

Your commitment to excellence, passion for impacting people in a positive manner, proven track record of delivering outstanding results, and dedication to your team, family, and professional obligations makes you the ideal candidate to lead our growing and enthusiastic team!

I am confident that your natural leadership qualities, desire to learn and grow, ability to adapt, and your encouraging attitude will make an incredible impact on our team members. I see so many natural servant leadership characteristics in you and it would be an honor to serve alongside you!

I look forward to many years of success with you in our family!

Sincerely,

April Farage

Owner/Operator

Chick-fil-A March Lane at I-5

925-978-6522



March Lane at I-5

Position: Director of Hospitality

Start Date: January, 10, 2022

Reporting Relationship - The position will report to the Owner/Operator, April Farage, and Senior Director of Operations, Paola Rico.

Hourly Wage - Will be paid an hourly wage of \$33.00 per hour (45 hours per week). Hours worked beyond 40 hours per week will be compensated at 1.5x the hourly wage.

Bonuses (Begins Q1) - Quarterly incentive plan based on store sales, profitability and metrics (Up to \$1,500 per quarter).

Paid Time Off (1 week after 90 days; second week accrues with time in Year 1)
- Director of Hospitality will receive up to 10 days of paid time off.

Sick Time (Accrues with time) - Director of Hospitality will receive 28 hours of sick pay in Year 1.

Health Benefits (No waiting period) - Operator covers 100% of top tier medical (Kaiser) and dental (Metlife) coverage for individuals and families if applicable (Around \$1,500+ per month value).

401K Opportunity - Details to come.

Other - \$70 per month cell phone stipend, \$18 per day for free meals, and \$300 per year uniform stipend

Estimated Annual Value of Compensation Package:

Estimated Hourly Wage: \$81,510 (based on 45 hours per week)

Bonus Potential: \$6,000

Health Insurance: \$18,000

Other (Phone, Food, Uniform): \$5,640

*Total Estimated Compensation Package: **\$111,150***



March Lane at I-5

Applicant Name: Cameron Crary

Signature: 

Date: 12 / 15 / 2021

Chick-fil-A March Lane at I-5 representative:

Name: **April Farage**

Title: **Owner/Operator**

Date: **December 15, 2021**

TITLE	Cameron Crary's Chick-fil-A Offer Letter
FILE NAME	Cameron Crary Offer Letter.pdf
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 SIGNED	12 / 16 / 2021 01:25:20 UTC	Signed by Cameron Crary (cameroncrary@yahoo.com) IP: 107.115.29.122
 COMPLETED	12 / 16 / 2021 01:25:20 UTC	The document has been completed.