

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 ERIC Y. HAHN, SBN 311771
E-Mail eric@dombrauchwerger.com
4 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
5 Pasadena, California 91106
Telephone: (213) 537-9225
6

7 JOANNA GHOSH, SBN 272479
E-Mail: joanna@calljustice.com
YASMIN HOSSIENI, SBN 326399
8 E-Mail: yasmin@calljustice.com
RYAN M. SLINGER, SBN 351297
9 E-Mail: r.slinger@calljustice.com
LAWYERS for JUSTICE, PC
10 450 N Brand Blvd, Ste 900
Glendale, CA 91203
11 Tel: (818) 265-1020 / Fax: (818) 265-1021

12 Attorneys for Plaintiff
13 Nicole Torres and the Proposed Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN FRANCISCO**

16 NICOLE TORRES, individually, and on
17 behalf of other members of the general
18 public similarly situated and on behalf of
19 other aggrieved employees pursuant to the
California Private Attorneys General Act;

20 Plaintiff,

21 v.

22 RAINBOW GROCERY COOPERATIVE,
INC., a California corporation; and DOES 1
23 through 100, inclusive,

24 Defendants.
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Case No.: CGC-24-612573

**SUPPLEMENTAL DECLARATION OF
SARAH E. LUCAS IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Information:

Date: December 16, 2025
Time: 1:30 PM
Dept.: 304
Judge: Hon. Ethan P. Schulman

1 I, Sarah E. Lucas, declare:

2 1. I am an attorney duly admitted to practice before all courts of the State of
3 California. I am a Director Attorney with Simpson, Garrity, Innes & Jacuzzi, PC, counsel for
4 Defendant Rainbow Grocery Cooperative, Inc. ("Defendant"). I have personal knowledge of the
5 facts contained in this Supplemental Declaration, and if called upon to testify as a witness I could
6 and would testify competently as to the truth of the facts stated herein.

7 2. In September 2024, Defendant provided individual Release Agreements ("Pick-
8 Up-Stix Releases") to all current and former non-exempt employees of Defendant that had been
9 employed during the Class Period. The Release Agreements provided that the employee/former
10 employee released Defendant from liability for any claims they may have for Labor Code and
11 Business & Professions Code violations alleged in Plaintiff Nicole Torres ("Plaintiff") putative
12 class and PAGA action and that, in exchange, each employee/former employee would receive a
13 payment of \$200.00. Together with the Release Agreement, Defendant provided each
14 employee/former employee with a copy of Plaintiff's Complaint and a detailed memo describing
15 the nature of the lawsuit and the claims alleged. The memo explained that Defendant disputed
16 Plaintiff's claims, provided Plaintiff's counsel's contact information, clearly stated that by
17 signing the Release Agreement, employees/former employees would waive their right to
18 participate and recover in this lawsuit, and advised each employee/former employee that it was
19 strictly their decision whether to sign the Release Agreement. The memo to current employees
20 also confirmed that no adverse action would be taken against employees who decided not to sign
21 the Release Agreement. Defendant provided the memos and Release Agreements in English and
22 Spanish so that employees/former employees could review the documents in the language with
23 which they felt most comfortable. I am informed and believe that when distributing these
24 documents to current employees, Defendant verbally reiterated that signing the Release
25 Agreement was voluntary and that Defendant would not retaliate in any way against workers
26 who chose not to sign a Release Agreement. Each employee/former employee who returned a
27 signed Release Agreement to Defendant promptly received payment in the amount of \$200.00
28 pursuant to the Release Agreement. Nearly all of the employees and former employees who

1 signed the individual Release Agreements did so prior to October 1, 2024. For this reason, the
2 employees/former employees who signed the Release Agreement are paid only for workweeks
3 worked after October 1, 2024 (e.g. the Limited Class Members).

4 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Memorandums sent
5 to both employees/former employees, informing them of the lawsuit as part of the Pick-Up-Stix
6 Releases.

7 4. Attached hereto as **Exhibit 2** is a true and correct copy of the Release that was
8 included for current employees as part of the Pick-Up-Stix Releases.

9 5. Attached hereto as **Exhibit 3** is a true and correct copy of the Release that was
10 included for former employees as part of the Pick-Up-Stix Releases.

11 6. There were a total of 200 employees/former employees who signed Pick-Up-Stix
12 Releases. Based on my review of the Class List, there are a total of 156 Limited Class Members,
13 as 44 of the individuals who signed Pick-Up-Stix Releases did not work during the Limited Class
14 Period.

15 I declare under penalty of perjury under the laws of the United States and the State of
16 California that the foregoing is true and correct. Executed on December 9, 2025 in South San
17 Francisco, California.

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20 SARAH E. LUCAS
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EXHIBIT 1

To: **Former Employees**
From: Rainbow Grocery Cooperative Board of Directors
Re: Class Action Lawsuit Information
Date: September 8th, 2024

This memo provides you with information about a lawsuit filed against Rainbow Grocery Cooperative, Inc.

A Potential Class Action and PAGA Lawsuit Has Been Filed Against Rainbow Grocery Cooperative.

Rainbow Grocery Cooperative has been sued by former short-term employee, Nicole Torres ("Plaintiff"). Ms. Torres has filed a "Class Action" lawsuit on behalf of herself and potentially other current and former hourly and any other non-exempt Rainbow Grocery employees. Ms. Torres' lawsuit also includes a claim for civil penalties for under the California Private Attorney General Act ("PAGA").

The lawsuit, entitled *Nicole Torres v. Rainbow Grocery Cooperative, Inc.*, Case Number CGC-24-612573, was filed in San Francisco County Superior Court on February 22, 2024. A copy of the Complaint filed by Ms. Torres in the Class Action and PAGA lawsuit is provided with this memo in the separate envelope labeled "**LAWSUIT**" for your reference.

The Class Action and PAGA case is in the beginning stages of litigation. Rainbow Grocery disputes all claims asserted in the lawsuit.

Payment Offer in Exchange for a Settlement and Release.

Rainbow Grocery has decided to offer a settlement payment of **\$200.00** to each current and former employee employed during the time period covered by the lawsuit as a way of being better able to predict the resources and further time commitment that the Class Action and PAGA lawsuit may require in the future.

- **We are offering to former employees an immediate one-time payment of \$200.00 in exchange for a release of claims.**
- **If you decide to accept this offer, Rainbow Grocery will require that you sign the enclosed Release Agreement expressly waiving your right to participate in the lawsuit. You also will be giving up your potential rights to sue on the claims asserted in this lawsuit.**
- **We have enclosed a settlement check for \$200.00 that you may cash after you sign the Release Agreement and return it to the Company in the enclosed**

stamped envelope within the next 30 days or, by no later than October 8th, 2024.

- **IMPORTANT:** By cashing the enclosed settlement check you are agreeing to resolve your claims in the lawsuit. If you do not want to settle your claims simply tear up the check.

Further Consultation.

You are free to consult with an attorney of your choice about the Release Agreement. In the lawsuit, Ms. Torres is the Plaintiff and is represented by Lawyers for Justice law firm in Glendale, California and by Domb & Rauchwerger law firm in Pasadena, California. Their contact information is below.

Arby Aiwarzian Won Christina Chang Lawyers for Justice, PC 410 West Arden Avenue, Suite 203 Glendale, CA 92103 Tel: 818.265.1020 Email: aa@calljustice.com w.christina@calljustice.com	Zack I. Domb Devin E. Rauchwerger Jeffrey P. Jackson Domb & Rauchwerger LLP 1055 E. Colorado Blvd., 5 th Floor Pasadena, CA 91106 Tel: 213.537.9225 Email: zack@dombrauchwerger.com devin@dombrauchwerger.com jeff@dombrauchwerger.com
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Plaintiff's Allegations and Rainbow Grocery's Position.

In her Complaint, Plaintiff makes a number of allegations, including that Rainbow Grocery maintained a policy or practice of not paying its employees minimum wage for all hours worked; that Rainbow Grocery failed to pay employees for all hours worked due to an alleged unlawful "rounding" time policy, and thus did not pay all overtime wages owed; and that Rainbow Grocery failed to pay employees overtime compensation for all overtime worked and failed to pay overtime at employees' regular rate of pay. Plaintiff also alleges that Rainbow Grocery did not provide timely, duty-free 10-minute rest breaks and legally compliant 30-minute meal periods, did not pay premium payments to employees for missed meal and rest breaks, and did not pay meal and rest period premiums at employees' regular rate of pay. Plaintiff also alleges that Rainbow Grocery did not reimburse employees for business-related expenses incurred. In addition to or because of these alleged California Labor Code violations, Plaintiff asserts that Rainbow Grocery failed to timely pay wages during employment, failed to pay all wages due an employee when the employee left the Company, failed to provide employees with complete and accurate wage statements, and failed to keep required payroll records.

All these alleged violations, Plaintiff contends, also constitute unfair or unlawful business practices

in violation of California Business & Professions Code sections 17200 *et seq.* and entitle aggrieved current and former employees to civil penalties under the Private Attorney General Acti ("PAGA") pursuant to California Labor Code sections 2699, *et seq.* **Rainbow Grocery disputes Plaintiff's claims.**

Plaintiff Will Seek Class Certification.

In order for Ms. Torres to pursue her claims as a class action, the Court would need to certify the class or sub-classes. Rainbow Grocery will oppose class certification. The Court has not yet certified any of the claims as a class action. It is Rainbow Grocery's opinion, informed by our counsel, that the lawsuit may go on for an extended period of time before Ms. Torres even requests the Court to certify the class or sub-classes.

If the class or sub-classes are certified for any of the claims, and you did not release your claims, you would automatically become a member of the class for any certified claims. However, you would be excluded from the class action if you elect to opt-out of the class. If you did not release your claims and you did not opt-out of the class, you may be entitled to recover money at the end of the case assuming Ms. Torres and Rainbow Grocery settle the case or Ms. Torres prevails in her lawsuit. There is no set formula or calculation for any potential recovery. You could receive more or less than Rainbow Grocery is offering in exchange for a signed Release Agreement if the claims are proven at trial. If Rainbow Grocery prevails in the lawsuit, you will not be entitled to any monetary recovery.

If Plaintiff prevails on the PAGA action, civil penalties may be assessed against the Company. Twenty-five percent of the penalties would be provided to current and former employees with 75 percent of the penalties paid to the State of California's Labor & Workforce Development Agency (the "LWDA"). There would be no assessment of penalties against the Company if, after trial, the Company prevails in the litigation.

Thank you for your consideration of this information.

EXHIBIT 2

Release – Current Non-Exempt Employee

RELEASE AGREEMENT

By signing this document, I accept payment of **\$200.00** as a full waiver and release of any and all claims against Rainbow Grocery Cooperative, Inc (“Rainbow Grocery”), a California cooperative corporation, its officers, directors, owners, and agents, described in the case entitled *Nicole Torres v. Rainbow Grocery Cooperative, Inc.*, San Francisco County Superior Court, Case Number CGC-24-612573.

This Agreement will be enforceable only to the fullest extent permitted by law. It is understood that this Release Agreement only applies to claims that may exist through the last pay period for which I have received a paycheck. This Agreement represents the entire agreement between me and Rainbow Grocery regarding the subject matter covered by this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Agreement will be interpreted and enforced in accordance with the laws of the State of California.

By signing below, I acknowledge that none of the alleged violations alleged in the Lawsuit have been committed against me and, as such, I am not an aggrieved employee within the meaning of the California Private Attorneys General Act, Labor Code Section 2699(c).

I have had an opportunity to consult with a legal representative of my own choosing if I wanted to do so before signing this Release Agreement.

I voluntarily agree to the terms of this Release Agreement.

Dated: _____

09/24/24

/s/

[Redacted Signature]

Print name: _____

[Redacted Name]

EXHIBIT 3

Former Employee Release – Employment Ended Before December 18, 2022.

RELEASE AGREEMENT

By signing this document, I accept payment of **\$200.00** as a full waiver and release of any and all claims against Rainbow Grocery Cooperative, Inc. ("Rainbow Grocery"), a California Cooperative Corporation, its officers, directors, owners, agents, successors and assigns, described in the case entitled *Nicole Torres v. Rainbow Grocery Cooperative, Inc.*, San Francisco County Superior Court, Case Number CGC-24-612573.

This Agreement will be enforceable only to the fullest extent permitted by law. This Agreement represents the entire agreement between me and Rainbow Grocery, regarding the subject matter covered by this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Agreement will be interpreted and enforced in accordance with the laws of the State of California.

I have had an opportunity to consult with an attorney of my own choosing if I wanted to do so before signing this Release Agreement.

I voluntarily agree to the terms of this Release Agreement.

Dated: 9/14/2024

/s/

Print name:

Former Employee Release - Employment Ended December 18, 2022 or after.

RELEASE AGREEMENT

By signing this document, I accept payment of **\$200.00** as a full waiver and release of any and all claims against Rainbow Grocery Cooperative, Inc. ("Rainbow Grocery"), a California cooperative corporation, its officers, directors, owners, and agents described in the case entitled *Nicole Torres v. Rainbow Grocery Cooperative, Inc.*, San Francisco County Superior Court, Case Number CGC-24-612573 (the "Lawsuit").

This Agreement will be enforceable only to the fullest extent permitted by law. This Agreement represents the entire agreement between me and Rainbow Grocery regarding the subject matter covered by this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Agreement will be interpreted and enforced in accordance with the laws of the State of California.

By signing below, I acknowledge that none of the alleged violations alleged in the Lawsuit have been committed against me and, as such, I am not an aggrieved employee within the meaning of the California Private Attorneys General Act, Labor Code Section 2699(c).

I have had an opportunity to consult with a legal representative of my own choosing if I wanted to do so before signing this Release Agreement.

I voluntarily agree to the terms of this Release Agreement.

Dated: _____

9/13/24

/s/ _____

Print name: _____