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8 Attorneys for Plaintiffs ARION NEILL, DAVE COLMENARES, and CATHERINE
GARRITSON
9 on behalf of the State of California and Aggrieved Employees and Class Members

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF RIVERSIDE**

12 ARION NEILL and DAVE COLMENARES,
on behalf of the State of California and
13 Aggrieved Employees,

14 Plaintiffs,

15 v.

16
17 BOOT BARN, INC., a Delaware
Corporation; BOOT BARN HOLDINGS,
18 INC., a Delaware Corporation; and DOES 1-
100, inclusive,

19 Defendants.
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Case No.: CVRI2402537

Assigned for All Purposes to:
Hon. Harold W. Hopp
Dept. 1

**DECLARATION OF SEPIDEH
ARDESTANI IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 15, 2026
Time: 8:30 a.m.
Dept.: 1
Reservation ID: 782944377556

1 I, SEPIDEH ARDESTANI, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am a partner with Crosner Legal, P.C., counsel of record for Plaintiffs Arion Neill, Dave
4 Colmenares, and Catherine Garritson in the above-captioned matter. If called to testify as to the
5 facts within, I would and could competently do so.

6 2. Attached hereto as Exhibit 1 is a true and correct copy of the Parties' Class and
7 Representative PAGA Action Settlement Agreement. Attached hereto as Exhibit 2 is a true and
8 correct copy of the proposed Class Notice. Attached hereto as Exhibit 3 is a true and correct copy
9 of the proposed Request for Exclusion Form. Attached hereto as Exhibit 4 is a true and correct copy
10 of the proposed Objection Form. Attached hereto as Exhibit 5 is a true and correct copy of Plaintiffs
11 Neill's and Colmenares's PAGA notice letter and proof of submission to the LWDA. Attached
12 hereto as Exhibit 6 is a proof of submission of the operative complaint to the LWDA. Attached
13 hereto as Exhibit 7 is a true and correct copy of the LWDA's acknowledgement of receipt of the
14 proposed settlement via its online portal.

15 3. **Case Management Order ("CMO"), ¶ G(3)(a)(vii):** after inquiry to all other
16 members of my firm, I am aware of one other class, representative or other collective action that
17 asserts claims against Defendant Boot Barn, Inc. ("Boot Barn") similar to those asserted in this
18 action on behalf of a class or group of individuals that would include some or all of the individuals
19 who would be Class Members or PAGA Aggrieved Employees in this matter. This other matter is
20 *Jeannie Castillo v Boot Barn*, Sacramento County Superior Court Case No. 25CV017105, filed on
21 July 17, 2025 (pending). The *Castillo* action alleges claims for failure to pay minimum wages;
22 failure to pay wages and overtime under Cal. Lab. Code § 510; meal-period liability under Cal. Lab.
23 Code § 226.7; rest-break liability under Cal. Lab. Code § 226.7; failure to pay vacation wages;
24 failure to comply with Cal. Lab. Code §§ 245 *et seq.* and 246; reimbursement of necessary
25 expenditures under Cal. Lab. Code § 2802; violation of Cal. Lab. Code § 226(a); failure to keep
26 required payroll records under Cal. Lab. Code §§ 1174 and 1174.5; penalties pursuant to Cal. Lab.
27 Code § 203; failure to comply with Cal. Lab. Code § 2751; violation of Cal. Bus. & Prof. Code §
28 17200 *et seq.*; and penalties pursuant to Cal. Lab. Code § 2699 *et seq.*, on behalf of a putative class

1 defined as all individuals employed by Boot Barn, at any time within four (4) years of the filing of
2 the *Castillo* lawsuit, and that have been employed by Boot Barn within the State of California, and
3 on behalf of the State of California.

4 **FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

5 4. Boot Barn is a nationwide retailer of western/cowboy themed shoe and clothing
6 apparel. There are approximately 69 retail locations in California alone.

7 5. Plaintiff Neill is a current employee of Boot Barn. She has worked for Boot Barn
8 since October 2022 at the stores located in Oceanside and Kearny Mesa. Over the duration of her
9 employment, she has been both an hourly paid, non-exempt Sales Partner and Inventory Control
10 Associate. Plaintiff Colmenares is also a current employee, and has worked for Boot Barn initially
11 starting from September 2016 as an hourly paid, non-exempt Sales Partner at a store located in
12 Clovis, with some breaks. Plaintiff Garritson is a former employee who worked at Boot Barn from
13 approximately April 9, 2022 through December 18, 2024, initially at the Oceanside store and then
14 at the Escondido store. Plaintiffs all allege they were subject to various wage and hour violations
15 while working for Boot Barn.

16 6. Based on these allegations, and after notice to the LWDA and Boot Barn and
17 exhausting administrative remedies, Plaintiffs Neill and Colmenares filed a PAGA only action on
18 May 3, 2024, alleging (1) Failure to Pay All Wages Owed, Including Minimum and Overtime
19 Wages; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Breaks; (4)
20 Unlawful Deductions; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to
21 Maintain Accurate Payroll Records; (7) Failure to Timely Pay Wages During Employment and
22 Upon Separation; (8) Failure to Pay Reporting Time Pay; (9) Failure to Produce Employment
23 Records; (10) Failure to Provide Suitable Resting Facilities; (11) Failure to Provide Suitable
24 Seating; (12) Failure to Reimburse for All Necessary Business Expenses; (13) Failure to Provide
25 Written Commission Agreements; (14) Violation of Labor Code section 226.2; (15) Violation of
26 California Day of Rest Law; (16) Violation of Labor Code section 208; (17) Unlawful Agreements
27 – Unlawful Criminal History Inquiries; (18) Violation of Labor Code section 432.6; (19) Failure to
28 Pay Vested Vacation/Paid Time Off; and (20) Sick Leave Violations.

1 7. Boot Barn has at all times denied Plaintiffs' allegations and maintained its meal and
2 rest break and payroll policies and procedures comply with California law, and that it provided the
3 aggrieved employees with required meal and rest breaks. Additionally, Boot Barn contends its
4 timekeeping and payroll policies accurately track and pay for all hours worked by its employees
5 and at the correct rates of pay. It also strongly contends the case cannot be maintained as any kind
6 of class or representative action, arguing for example that to the extent aggrieved employees
7 missed meal and/or rest breaks, or that such breaks were non-compliant, it was intermittent and
8 infrequent and evidence of such missed breaks would be purely anecdotal, and therefore
9 individualized issues predominate and trial on a representative basis would be unmanageable.

10 8. **CMO, ¶ G(3)(a)(vi):** After subsequent meet and confer with Boot Barn's counsel,
11 the Parties stipulated to stay the PAGA action and arbitrate Plaintiffs' claims. The PAGA action
12 was stayed on September 16, 2024. Plaintiffs Neill and Colmenares filed their respective
13 arbitration demands on October 3, 2024. Shortly thereafter, the Parties agreed to mediate all
14 claims. They further agreed to exchange information and documents informally in advance of the
15 mediation. Consequently, Plaintiffs' counsel reviewed payroll records, personnel
16 policies/handbooks, meal and rest break policies, personnel files, and a random of sampling
17 paystubs and time records for about 30% of the pay periods at issue. Boot Barn also provided
18 documents reflecting its wage and hour policies and practices, and data regarding the total number
19 of current and former employees, and the estimated total amount of workweeks and pay periods
20 they worked, among other relevant data. Plaintiffs had that information reviewed and analyzed by
21 Berger Consulting Group to assist with evaluating things such as meal period violation rates, etc.,
22 and to prepare a damages model.

23 9. The Parties then engaged Brandon McKelvey, Esq., a highly respected mediator
24 with extensive wage and hour class action experience and, in March 2025, participated in a full
25 day mediation with Mr. McKelvey. Throughout the day, the arms-length negotiations were hard-
26 fought and adversarial as the Parties exchanged extensive information on their legal and factual
27 positions, and made numerous offers and counter-offers. Although the Parties did not settle that
28 day, they continued to negotiate with Mr. McKelvey's assistance and ultimately reached

1 agreement on all major issues and thereafter prepared the Settlement Agreement now before the
2 Court for approval.

3 10. Furthermore, with Mr. McKelvey's assistance, the Parties agreed to resolve
4 Plaintiffs' claims on a class-wide basis. Accordingly, Plaintiffs Neill and Colmenares amended
5 their PAGA Complaint to add class allegations and add Plaintiff Catherine Garritson, a former
6 employee of Boot Barn, as a party-plaintiff. On October 27, 2025, pursuant to Stipulation and
7 Order, Plaintiffs filed their First Amended Class and Representative Action Complaint, which is
8 the Operative Complaint for purposes of settlement.

9 **THE PROPOSED SETTLEMENT TERMS**

10 11. Under the settlement, Boot Barn will pay \$1,880,000.00 into a common fund, the
11 Gross Settlement Amount (the "GSA"). Reasonable attorney's fees of up to \$626,666.67 (1/3 of
12 the GSA), litigation costs of up to \$25,000, enhancement awards to Plaintiffs of up to \$10,000
13 each for Plaintiffs Neill and Colmenares, and up to \$5,000 for Plaintiff Garritson (\$25,000 total),
14 settlement administration costs of no more than \$41,500, and \$190,000 for civil penalties under
15 PAGA (of which 75%, or \$142,500, will go to the Labor & Workforce Development Agency, and
16 25%, or \$47,500 will go to the Aggrieved Employees) all will be paid from the Gross Settlement
17 Amount. The remainder of approximately \$971,833 will be allocated among the Participating
18 Class Members based on their total pay periods worked during the Class Period. No portion of the
19 Gross Settlement Amount will revert to Boot Barn.

20 12. **CMO, ¶ G(3)(a)(i):** The settlement provides for conditional certification of a
21 settlement class including all current and former non-exempt employees who worked for Boot Barn
22 in California and who received at least one wage statement during the Class Period of February 16,
23 2023 through the date the Court grants preliminary approval of the Settlement. The Settlement Class
24 consists of approximately 7,200 individuals. The "Aggrieved Employees" for purposes of PAGA include
25 all current and former non-exempt employees who worked for Boot Barn in California and who received at
26 least one wage statement during the PAGA Period of February 16, 2023 to the date of preliminary approval.
27 There are approximately 7,200 Aggrieved Employees.

28 13. **CMO, ¶¶ G(3)(i)-(j):** This is a cash settlement that does not require Participating

1 Class Members to submit a claim form to receive their Individual Class Payment. Participating Class
2 Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty
3 percent of each Individual Class Payment will be allocated to wages and the remaining eighty
4 percent will be allocated to interest on unpaid wages and statutory penalties; one hundred percent
5 of each Individual PAGA Payment will be allocated to penalties. Boot Barn will pay any and all
6 applicable employer-side payroll taxes separately and in addition to the Gross Settlement Amount.
7 **CMO, ¶ G(3)(c)(i):** Subject to the Court’s approval, any amounts not claimed (because a class
8 member does not cash his or her settlement check) will be transmitted to Voices for Children
9 Riverside. after inquiry to all other members of my firm, I am not aware of any known relationship
10 between Crosner Legal and Voices for Children Riverside.

11 14. Each Participating Class Member will receive a share of the Net Settlement Amount
12 based on his or her total pay periods worked for Boot Barn during the Class Period while employed
13 in a non-exempt position. Thus, each Class Member’s Individual Settlement Payment will be
14 calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid
15 premium wages for missed meal and rest breaks, and potential statutory penalties under applicable
16 law. These methods are intended to ensure each Class Member receives a portion of the available
17 settlement funds corresponding to the relative value of his or her potential claims. The proposed
18 allocation provides a reasonable way to compensate Class Members based on the amount of time
19 they worked for Boot Barn and the number of instances they missed a meal break and/or rest break,
20 were not provided compensation in lieu of such missed breaks, or lost pay due to the alleged regular
21 rate issues. **CMO, ¶¶ G(3)(a)(iv)-(v) and G(9)(c):** I estimate the average class settlement award
22 will be approximately \$159, and the class awards will range from about \$6 on the low end to over
23 \$1,010 on the high end. The average PAGA award will be about \$7.88.

24 15. **CMO, ¶ G(3)(d)(i):** Subject to the Court’s approval, and after obtaining multiple
25 bids, the Parties agreed on CPT Group, Inc. (“CPT”) as the Settlement Administrator. CPT is
26 qualified and has significant experience administering class action settlements, including numerous
27 wage and hour matters. CPT has agreed to cap its fees and costs at \$41,500.00. If the Court approves
28 less than the above amount, the difference will remain in the Net Settlement Amount for distribution

1 to the Participating Class Members.

2 16. **CMO, ¶ G(3)(k):** The proposed Notice (attached hereto as Exhibit 2) sets out
3 information about this case and explains the basic settlement terms in plain language, and meets all
4 requirements under California Rules of Court 3.769(f) and 3.766(d). The Notice also sets forth the
5 individualized information used to calculate Individual Settlement Payments and each Class
6 Member's estimated settlement award. The Notice likewise details the procedures for Class
7 Members to dispute their individual information, for submitting an objection to the Settlement, and
8 to request exclusion. Further, each notice packet will include a Request for Exclusion form and
9 Objection Form (attached hereto as Exhibits 3 and 4) for use by the Class Members. In sum, the
10 Notice provides the Class Members with the information necessary to evaluate the Settlement and
11 provides fair opportunity to participate in, opt out of, or object to the proposed Settlement. Many
12 Class Members are more comfortable in Spanish and accordingly the notice documents will be
13 translated into Spanish in addition to English. Coupled with the notice procedure, the proposed
14 Notice provides the Class with the best notice practicable.

15 17. Class Members will have sixty (60) days to dispute the information in their Notice
16 used to calculate their settlement award, and also have 60 days to submit any objections to the
17 settlement or to request exclusion. In the event a Class Member disputes their individual
18 information, the Settlement Administrator will review the Class Member's records as well as any
19 additional information submitted, and make a final determination.

20 18. **CMO, ¶¶ G(3)(e) and (G)(9)(d):** All Participating Class Members will release Boot
21 Barn from all claims alleged in the operative FAC, or that could have reasonably been brought based
22 on the factual allegations in the FAC during the Class Period. Plaintiffs and the LWDA will release
23 those PAGA claims alleged in the PAGA notice to the extent alleged in the FAC. The Class and
24 PAGA releases are limited to the claims that were actually pleaded or could have reasonably been
25 pleaded based on the alleged facts in the FAC, and PAGA notice for the PAGA claims. Only
26 Plaintiff is entering into a full general release of all claims and waiver of Civil Code section 1542.

27 19. The settlement provides Boot Barn will not oppose a request for attorney's fees not
28 to exceed 1/3 of the Gross Settlement Amount, or \$626,666.67, nor will it oppose a request for

1 reimbursement of litigation costs and expenses of up to \$25,000. Boot Barn also will not oppose a
2 request for enhancement awards to Plaintiffs Neill and Colmenares of not more than \$10,000.00,
3 and to Plaintiff Garritson of not more than \$5,000, in recognition of their time spent on this matter,
4 the risks each undertook on behalf of the class, and the benefit conferred to the class, as set forth in
5 their respective declarations filed herewith. Plaintiffs' counsel will provide the Court with
6 appropriate summaries and evidence of their efforts and time records in anticipation of the Final
7 Approval Hearing. If the Court approves less than the above amounts, the difference will remain in
8 the Net Settlement Amount for distribution to the Participating Class Members.

9 20. As required by Labor Code section 2699(l)(2), Plaintiffs gave notice of the
10 settlement and the approval hearing to the LWDA via its online portal.

11 **The Proposed Settlement Class Should Be Conditionally Certified**

12 21. In the present matter, conditional certification is proper since this matter satisfies all
13 requirements for class certification under Code of Civil Procedure section 382. First, the class is
14 both sufficiently numerous, consisting of approximately 7,200 individuals, and ascertainable by
15 reference to Boot Barn's personnel and payroll records.

16 22. Each Plaintiff is an adequate class representative, as their claims do not conflict with
17 and are not antagonistic to the claims of other class members. Further, their claims are typical given
18 each is a member of the class and their claims arise from the same employment practices and course
19 of conduct giving rise to the claims of the other class members.

20 23. Next, common questions of law and fact predominate – particularly for purposes of
21 a settlement class – as the Class Members all were subject to the same meal and rest break policy,
22 the same timekeeping policy, the same policy regarding calculation of the regular rate of pay, and
23 subject to the same dress code policy. Since the focus of the claims against Boot Barn concerns the
24 legality of common policies applied uniformly to the entire class, common issues predominate over
25 individualized inquiries concerning liability. For instance, Boot Barn's meal and rest break policy
26 is a company-wide policy applied equally and consistently to all class members, and this policy is
27 either compliant with California law or it is not. Regardless of that determination, it will decide
28 liability for all class members one way or another. Similarly, whether class members lost

1 compensation due to an incorrect regular rate calculation raises another question common to all
2 class members.

3 24. Resolving this matter as a class action is superior to other available means for the
4 fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a)
5 individual joinder of all members of the class is impractical, (b) class action treatment will permit a
6 large number of similarly situated persons to resolve their common claims in a single forum
7 simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the
8 damages suffered by many of the individual class members are relatively small and the expenses
9 and burden of individual litigation would make it difficult or impossible for them to seek redress on
10 their own.

11 **The Proposed Settlement Meets the Kullar Factors and is within the Range of**
12 **Reasonableness**

13 25. CMO, ¶ G(3)(a)(vi): Prior to mediation, the parties engaged in both formal and
14 informal discovery to facilitate settlement discussions. As a result, Plaintiffs reviewed documents
15 and information regarding Boot Barn's payroll practices, a representative sampling of pay stubs and
16 time records for about 30% of the class members, applicable compensation plans, meal and rest
17 break policies, etc., and information from Boot Barn regarding class size and breakdown, number
18 of work weeks/pay periods, and other information used to formulate a damages model. Plaintiffs
19 then had that information reviewed with the assistance of a consulting expert. Plaintiffs' counsel are
20 confident they obtained sufficient information to understand the law and facts of this case and make
21 an informed decision regarding the proposed settlement and whether it is fair and reasonable.

22 **DUNK/KULLAR FACTORS - CMO, ¶¶ G(3)(ii)-(iii) and G(9)(i)**

23 26. Using the data obtained from Boot Barn, Plaintiffs ran various calculations and
24 estimated Boot Barn's likely maximum exposure on the class claims at approximately \$50,542,380,
25 including about \$263,480 on the unpaid wage/regular rate claim, \$2,760,500 on the meal break
26 claims and \$15,717,900 on the rest break claims, \$610,000 on the unreimbursed expense claim,
27 \$14,695,000 on the wage statement claims, and \$16,495,500 on the waiting time penalty claims.
28

1 27. First, on their unpaid wage claims, Plaintiffs allege Boot Barn failed to pay for
2 overtime, sick pay, and break premiums based on the correct “regular rate of pay,” and accordingly
3 underpaid for such wages in many instances. Plaintiffs and the class members regularly earned non-
4 discretionary, performance-based bonuses and allege Boot Barn failed to correctly account for this
5 compensation in the “regular rate of pay.” Because “regular rate of compensation” under Lab. Code
6 § 226.7(c), means the same as “regular rate of pay” under Lab. Code § 510(a), an employer must
7 include nondiscretionary incentive payments when calculating premium pay for meal or rest break
8 violations. This same logic applies to Labor Code § 245 and payment of sick pay wages.

9 28. Although it appears Boot Barn made an effort to calculate the regular rate of
10 overtime, premiums, and sick pay, based on our expert’s analysis Plaintiffs contend it did not always
11 do so correctly. Furthermore, it appears that any rest break premiums that were paid were only paid
12 at the straight hourly rate – not the regular rate. According to the expert analysis, approximately
13 29,205 meal break premiums were miscalculated, resulting in an underpayment of \$40,863 (2.9%
14 of pay periods); 2,035 rest break premiums were miscalculated, resulting in an underpayment of
15 \$10,934 (0.1% of pay periods); and 127,100 sick pay hours were miscalculated, resulting in an
16 underpayment of \$211,686 (3.3% of pay periods), for a total of about **\$263,480**. Boot Barn disputes
17 these calculations.

18 29. On the meal period claims, Plaintiffs first alleged Boot Barn’s written policies were
19 only partially compliant and, among other things, failed to inform employees that their meal break
20 should start before the end of the fifth hour of work (or tenth hour for second lunches) and failed to
21 inform employees of their entitlement to an additional hour of pay for a missed or non-compliant
22 lunch break. They further argued that, regardless of the written policies, Boot Barn’s records suggest
23 a large number of “de facto” violations for missed, short, and untimely meal periods. Here,
24 according to Plaintiffs’ expert’s analysis, 19,842 first meal breaks were recorded late (after the 5th
25 hour), 90,683 shifts between 5 and 6 hours did not record a first meal break, and 10,037 shifts over
26 6 hours did not record a first meal break. Additionally, 1,365 shifts were less than 30 minutes.
27 Second meal breaks were also not provided according to California law: 94.8% of shifts between
28 10 and 12 hours (or 16,758 shifts) did not have a second meal break recorded and 74.2% of shifts

1 over 12 hours (1,030 shifts) did not have a second meal break recorded. Although Boot Barn's
2 policies make mention that meal breaks may be waived, Boot Barn did not produce evidence of
3 any meal break waivers. Overall, Berger calculated 17.5% of shifts, and about of 36.2% of the pay
4 periods in the PAGA Period, contained a unique meal break violation (i.e. missed, short, or late first
5 or second meal break) that did not have a corresponding paid meal premium. Based on these
6 estimates and extrapolations, Plaintiff calculated Boot Barn's meal period exposure at about
7 **\$2,760,500** in meal period premiums (137,270 violations * \$20.11/hour).

8 30. In response, Boot Barn argued its break policies were fully compliant with California
9 law, and that it provided all required meal periods and thereby met its obligations under the Labor
10 Code and applicable Wage Order. Further, Boot Barn argued to the extent employees missed a break
11 or took a non-compliant break, any such discrepancies were aberrational and against company
12 policy and a myriad of individual issues would be required to determine whether the potential
13 violation resulted from employee choice or some other reason. Consequently, per Boot Barn,
14 individualized inquiries would dominate on this issue and render class certification inappropriate.

15 31. For the rest break claim, Plaintiffs similarly argued that Boot Barn frequently
16 provided non-compliant rest breaks, as the Class Members often had to skip rest breaks or received
17 shortened rest breaks due to the hectic nature of the work, would be stopped by customers with
18 questions while going to the break room, and otherwise did not receive a net 10 minutes for many
19 breaks. As with meal breaks, Boot Barn argued its rest break policies complied with California law
20 and that it authorized and permitted employees to take all required rest breaks. Boot Barn further
21 contended that, in light of the fact that it is not required to maintain a record of rest breaks, any
22 evidence of failure to authorize and permit rest breaks and/or discouragement from taking rest
23 breaks would be purely anecdotal and individual issues would predominate. Based on a 98%
24 violation rate, Boot Barn's exposure here was estimated at about **\$15,717,900** (781,596 violations
25 * \$20.11/hour)

26 32. On the expense reimbursement claim, Plaintiffs allege Boot Barn requires employees
27 to dress in full western-themed clothing Friday – Sundays. Plaintiffs were required to purchase
28 western-themed clothing to comport with Boot Barn's dress code (i.e. hat, boots, dress shirt, etc.).

1 Uniforms are reimbursable expenses under Labor Code section 2802. Plaintiff Neill estimates
2 spending \$150 or so on two work-appropriate outfits and Plaintiff Colmenares estimates spending
3 approximately \$30/shirt. Although Boot Barn provides a discount to employees, employees still end
4 up purchasing specific clothing from Boot Barn in order to comport with Boot Barn's dress code
5 policies. But for a cowboy hat stipend at the time of the employee's hire, Boot Barn does not provide
6 any funds or reimbursements for this required uniform, nor is it part of Boot Barn's reimbursement
7 policy. In response, Boot Barn argued employees were not required to purchase or wear clothing
8 from Boot Barn, and further argued dress code appropriate clothing, such as blue jeans, western
9 shirts, cowboy boots, etc. are simply regular everyday clothing that could be worn anywhere and
10 was not so highly specialized that reimbursement was necessary. Without taking into consideration
11 any of Boot Barn's defenses to certification or on the merits, Plaintiffs' experts calculated Boot
12 Barn's maximum exposure for this claim at about **\$610,000**, based on \$100 per class member in
13 unreimbursed expenses.

14 33. Finally, Plaintiffs also alleged derivative claims under Labor Code § 226 (alleged
15 inaccurate wage statement violations) and §§ 201-203 (waiting time penalties). These claims are
16 based on the unpaid wage claims and will rise or fall along with those primary claims, in addition
17 to being subject to "good faith" and other defenses available to Boot Barn. Boot Barn argued further
18 that the wage statements accurately contained all required information, and that it acted in good
19 faith at all times with respect to payment of wages. Plaintiffs' experts estimated the exposure here
20 at about **\$14,695,000** on the wage statement claims (6,100 initial violations * \$50/violation +
21 143,900 subsequent violations * \$100/violation), and **\$16,495,500** on the waiting time penalty
22 claims (3,511 former employees * 240 \$20.11/hour avg. wage).

23 34. **CMO, ¶¶ G(9)(b)(ii)-(iii)**: As far as potential PAGA liability, the alleged aggrieved
24 employees theoretically are entitled to penalties totaling about \$51.9 million should Plaintiffs
25 prevail on all claims, establish violations of the multiple Labor Code sections at issue, and secure
26 the maximum penalty for each and every pay period. This includes Plaintiffs' claims for failure to
27 provide suitable seating, as Plaintiffs allege Boot Barn did not make seats available to cashiers even
28 though it could have, particularly during lulls in operations. These penalties include the following:

1 \$815,300 for unpaid wages/regular rate; \$5,430,000 for meal break violations; \$14,700,000 for rest
2 break violations; \$610,000 for expense reimbursement; \$15,000,000 for wage statement violations;
3 \$351,000 for untimely final wages, and \$15,000,000 for seating violations. As with the class
4 claims, Plaintiffs discounted the potential PAGA penalties based on Boot Barn's various defenses
5 on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to
6 decline to award penalties at all. Accordingly, the Parties allocated \$190,000 to PAGA penalties.
7 Plaintiffs submit this amount is reasonable under the circumstances and in line with comparable
8 settlements in other wage and hour class actions in California. Additionally, the LWDA has been
9 informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as
10 necessary.

11 35. Taking into account all of the above-discussed risk factors, Plaintiffs calculated Boot
12 Barn's exposure on the class claims at around **\$8,555,430** on a risk-discounted basis. This includes
13 a 50% discount on the regular rate claims (\$131,740), an 80% discount on the meal break claims
14 (\$552,800), a 90% discount on the rest break claims (\$1,571,790), a 90% discount on the expense
15 reimbursement claim (\$61,000), and an 80% discount to the wage statement (\$2,939,000) and
16 waiting time penalty claims (\$3,299,100). We also accounted for the presence of the arbitration
17 agreements for the class members and their impact on Plaintiffs' ability to proceed on a class basis.
18 As far as the PAGA penalties, we applied an across the board 90% discount to account for both
19 Boot Barn's merits defenses as well as the high probability that the Court would apply a substantial
20 discount to reduce any penalties awarded after trial, yielding a risk-discounted amount of
21 \$5,190,000. Given Boot Barn's multi-layered procedural and merits defenses and all other potential
22 risks of continued litigation, a total recovery for the class of \$1,880,000, which will result in an
23 average award of some \$159 per class member, is a significant result well within the range of
24 reasonableness considering all potential outcomes, and it will provide direct monetary awards to all
25 Class Members without further delay.

26 36. The settlement obviates the significant risk that this Court may find any kind of class
27 or representative resolution unachievable or deny certification of all or some of Plaintiffs' claims.
28 Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued

1 litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion
2 to decertify, as well as trial and possible appeals, and would further and substantially delay any
3 recovery by the class with no assurance of recovering significantly more than the proposed
4 settlement. While Plaintiffs, co-counsel and I are confident in the merits of these claims, legitimate
5 controversies exist regarding each one of them. We also recognize proving the amount of wages
6 and penalties due each Class Member would be an expensive, time-consuming, and uncertain
7 proposition.

8 **Choice of Voices for Children Riverside as Cy Pres Recipient**

9 37. The Parties believe that a cy pres recipient is necessary in this action due to the
10 transient nature of employees in the retail industry, which makes it likely that a meaningful number
11 of Class Members will not cash their settlement checks. The Parties selected Voices for Children
12 Riverside as the *cy pres* recipient because of the organization's role as the CASA provider for
13 Riverside, which is a mission both Parties were comfortable supporting. Plaintiffs, Class Counsel,
14 Boot Barn, and Defense Counsel do not have any known relationship to Voices for Children
15 Riverside.

16 **CROSNER LEGAL'S QUALIFICATIONS**

17 38. I graduated from the University of California, Los Angeles in 2004 with a bachelor's
18 in science, obtained my J.D. from Whittier Law School in 2009, and earned a masters in law from
19 Santa Clara University School of Law in 2010. I have been a member of the California Bar since
20 2010 and have extensive experience in employment matters, including wage and hour litigation. I
21 worked as a wage and hour class action attorney at Gaines & Gaines, APLC from 2012 through
22 2021 and, prior to joining Gaines & Gaines I worked at Sirkin Law Group as a litigation associate
23 from 2010-2012. I joined Crosner Legal in December 2021 and I am a Partner. I have solely handled
24 employment, wage and hour class actions, and PAGA lawsuits for some 13 years. I was selected for
25 2020-2021 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

26 39. Zach Crosner is a 2010 graduate of University San Diego School of Law and he has
27 approximately thirteen years of experience as a practicing attorney. For nearly his entire career, his
28 practice has focused on litigation of wage & hour, consumer, and privacy class action and

1 representative action claims. Following graduation he immediately began working for a nationally
2 recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly with past
3 presidents of the consumer attorneys and recipients of trial attorneys of the year awards. He also
4 worked for other firms that included former CAALA and CLAY trial attorney of the year recipients.
5 While with these firms, he advocated for the rights of consumers and employees in class action
6 litigation, civil rights and employment litigation, catastrophic injuries, insurance bad faith and
7 appellate litigation.

8 40. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception
9 has focused almost exclusively on plaintiff-side class actions lawsuits representing employees,
10 consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated
11 exclusively to the prosecution of class actions and representative action lawsuits, and his law firm
12 is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred (100)
13 active wage and hour class actions and/or PAGA representative actions, as well as a multitude of
14 consumer and privacy class actions, in both federal and state courts throughout California. He has
15 been a direct participant in over one hundred (100) class action and/or representative action
16 settlements where he has been approved as adequate lead counsel.

17 41. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising
18 Star" for employment and labor law consecutively from 2018 through 2023. Super Lawyers has also
19 named me on their "Up-and-Coming 100" Southern California Rising Stars List for consecutive
20 years from 2021 through 2023. Only 2.5% of lawyers within California are named a Super Lawyer
21 Rising Star and even less are added to their Top Lists. Additionally, he has been selected as a Top
22 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-only organization
23 composed of the premier trial lawyers, from 2019 through 2023. He is an active participant in
24 advocacy groups, including as an executive board member of the Wage and Hour Committee and
25 the Legislative Committee for the California Employment Lawyers Association; a member of the
26 Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour
27 Committee member and Class Action Committee member for the National Trial Lawyers; a member
28 of the American Association for Justice; and a member of the Pound Civil Justice Institute.

1 42. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage and Hour
2 practice group. She graduated from the University of California, San Diego in 2004, graduated from
3 California Western School of Law in 2013, and has been a member of the California Bar since 2013.
4 She gained extensive experience in wage and hour litigation, beginning work as a class action
5 attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley
6 Law Firm, APLC). She has handled wage and hour class actions and PAGA lawsuits for nearly ten
7 years and has assisted in obtaining millions of dollars for employees during her years of practice.

8 34. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her law
9 degree from George Washington University in 2007. She has been affiliated with my firm since
10 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses almost
11 exclusively on wage and hour class and representative actions. She has spent her entire career
12 representing plaintiffs in employment litigation, including several years as an associate at well-
13 known plaintiff's firm Carlin & Buchsbaum.

14 43. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
15 action settlements while serving as lead class counsel in recent years, including but not limited to a
16 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*,
17 Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action settlement
18 in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento
19 Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean*
20 *Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and
21 hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American*
22 *Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and hour class action
23 settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a
24 \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation*
25 *Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and
26 hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-
27 YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v.*
28 *First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2

1 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et*
2 *al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour
3 settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
4 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
5 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
6 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
7 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and
8 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
9 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
10 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
11 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
12 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
13 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
14 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
15 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3
16 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
17 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
18 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19
19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support*
20 *LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class
21 action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072
22 (San Bernardino Cty. Super Ct.); a \$1 million wage and hour class action settlement in 2025 in
23 *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a \$3.9 million wage
24 and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-
25 01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a \$5,093,537.50 wage and hour class action
26 settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-
27 OE-GDS (Sacramento Cty. Super. Ct.).

44. For the foregoing reasons, it is respectfully requested that the Court approve the settlement in its entirety.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 30, 2025, at Los Angeles, California.

J. Auer

Declarant

Exhibit 1

CLASS AND REPRESENTATIVE PAGA ACTION SETTLEMENT AGREEMENT

This Class and Representative PAGA Action Settlement Agreement (“**Agreement**”) is made by and between Plaintiffs Arion Neill, Dave Colmenares, and Catherine Garritson (“**Plaintiffs**”) and Defendant Boot Barn, Inc. (“**Boot Barn**”). The Agreement refers to Plaintiffs and Boot Barn collectively as “Parties,” or individually as a “Party.”

1 **DEFINITIONS.**

1.1 “**Action**” means Plaintiffs’ lawsuit alleging wage and hour violations against Boot Barn captioned Arion Neill et al. v. Boot Barn, Inc. et al., filed on May 3, 2024, and pending in the Superior Court of the State of California, County of Riverside, Case No. CVRI2402537.

1.2 “**Administrator**” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement, provided their bid is within 10% of the average bid from three other settlement administrators.

1.3 “**Administration Expenses Payment**” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “**Aggrieved Employee(s)**” means all current and former non-exempt employees who worked for Boot Barn in California and who received at least one wage statement during the PAGA Period.

1.5 “**Agreement**” means this Class and Representative PAGA Action Settlement Agreement.

1.6 “**Boot Barn**” means named Defendant Boot Barn, Inc.

1.7 “**Class**” means all current and former non-exempt employees who worked for Boot Barn in California and who received at least one wage statement during the Class Period.

1.8 “**Class Counsel**” means Crosner Legal, P.C., the attorneys representing Plaintiffs and the Class in the Action.

1.9 “**Class Counsel Fees Payment**” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action, in an amount not to exceed one third of the Gross Settlement Amount (\$626,666.67).

1.10 “**Class Counsel Litigation Expenses Payment**” means the amount allocated to Class Counsel for reimbursement of actual expenses incurred to prosecute the Action.

1.11 “**Class Data**” means Class Member identifying information in Boot Barn’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Pay Periods worked during the Class Period and PAGA Period.

1.12 “**Class Member**” or “**Settlement Class Member**” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.13 “**Class Member Address Search**” means the Administrator’s investigation and search for current Class Member and 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 Class Members.

1.14 “**Class Notice**” means the Court approved Notice of Class Action Settlement, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.15 “**Class Period**” means the period of time from and including February 16, 2023, through the date the Court grants preliminary approval of the Settlement.

1.16 “**Class Representatives**” means the named Plaintiffs, Arion Neill (“**Neill**”), Dave Colmenares (“**Colmenares**”), and Catherine Garritson (“**Garritson**”), in the Operative Complaint in the Action who are seeking Court approval to serve as Class Representatives.

1.17 “**Class Representative Service Payment**” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action, in an amount not to exceed \$25,000.00 total (\$10,000.00 each for Neill and Colmenares; \$5,000.00 for Garritson).

1.18 “**Class Settlement**” means the settlement and resolution of all Released Class Claims.

1.19 “**Court**” means the Superior Court of California, County of Riverside.

1.20 “**Defense Counsel**” means Rutan & Tucker, LLP.

1.21 “**Dispute**” means a letter submitted by a Class Member/Aggrieved Employee disputing the number of Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member/Aggrieved Employee’s full name, signature, address, and the last four (4) digits of the Class Member/Aggrieved Employee’s Social Security number; (c) clearly state that the Class Member/Aggrieved Employee disputes the number of Pay Periods credited to the Class Member/Aggrieved Employee and what the Class Member/Aggrieved Employee contends is the correct number; and (d) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.

1.22 “**Effective Date**” means the date by when both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the 61st day after the Court enters the Final Approval Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement, (i) the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or (ii) if a timely appeal or writ from the Final Approval

Order and Judgment is filed, the day after the appellate court affirms the Final Approval Order and Judgment and issues a remittitur.

1.23 “**Employer Taxes**” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Boot Barn in addition to the Gross Settlement Amount.

1.24 “**Final Approval**” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based on this determination.

1.25 “**Final Approval Hearing**” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.26 “**Final Approval Order and Judgment**” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

1.27 “**Funding Date**” means twenty (20) business days after the Effective Date and is the date on which Boot Barn shall fund the Gross Settlement Amount to the Administrator.

1.28 “**Gross Settlement Amount**” means \$1,880,000.00, which is the total amount Boot Barn agrees to pay under the Settlement as provided in Paragraph 3 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administrator’s Expenses. Boot Barn shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to increase, as provided in Paragraph 8.2.

1.29 “**Individual Class Payment**” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.

1.30 “**Individual PAGA Payment**” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties (\$47,500.00), pursuant to Labor Code section 2699, subd. (i), calculated according to the number of Pay Periods worked during the PAGA Period.

1.31 “**LWDA**” means the California Labor and Workforce Development Agency.

1.32 “**LWDA PAGA Payment**” means the 75% share of the PAGA Penalties (\$142,500.00) paid to the LWDA under Labor Code section 2699, subd. (i).

1.33 “**Net Settlement Amount**” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.34 **“Non-Participating Class Member”** means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. Non-Participating Class Members are still considered Aggrieved Employees under the PAGA Settlement.

1.35 **“Non-Wage Portion”** means the portion of each Participating Class Member’s Individual Class Payment allocated to settlement of claims for interest on unpaid wages and statutory penalties, which is eighty percent (80%).

1.36 **“Notice of Objection”** means a Participating Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.

1.37 **“Operative Complaint”** means the First Amended Class and Representative Action Complaint filed on October 27, 2025 in the Action.

1.38 **“PAGA”** means the Private Attorneys General Act of 2004 (California Labor Code §§ 2698, *et seq.*).

1.39 **“PAGA Notice”** means Plaintiffs’ letter, submitted on February 16, 2024, to Boot Barn and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.40 **“PAGA Penalties”** means the total amount of PAGA civil penalties (\$190,000.00) to be paid from the Gross Settlement Amount, of which 25% (\$47,500.00) is allocated to the Aggrieved Employees and 75% (\$142,500.00) is allocated to the LWDA in settlement of PAGA claims.

1.41 **“PAGA Period”** means the time period from and including February 16, 2023, through the date the Court grants approval of the PAGA settlement.

1.42 **“PAGA Settlement”** means the settlement and resolution of all Released PAGA Claims.

1.43 **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.44 **“Pay Period”** means any pay period during which a Class Member or Aggrieved Employee worked for Boot Barn for at least one day during the Class Period or PAGA Period, respectively.

1.45 **“Plaintiffs”** means Arion Neill, Dave Colmenares, and Catherine Garritson, the named plaintiffs in the Action.

1.46 **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.

1.47 **“Preliminary Approval Order”** means the proposed Order Granting Preliminary Approval.

1.48 **“Released Class Claims”** means any and all claims against the Released Parties that have been, or could have reasonably been, alleged in the Operative Complaint and asserted against the Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action, including, without limiting, the foregoing: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to provide meal periods; (c) failure to authorize and permit rest breaks; (d) unlawful deductions; (e) failure to provide accurate itemized wage statements; (f) failure to maintain accurate payroll records; (g) failure to timely pay wages during employment and upon separation; (h) failure to pay reporting time pay; (i) failure to produce employment records; (j) failure to provide suitable resting facilities; (k) failure to provide suitable seating; (l) failure to reimburse for all necessary business expenses; (m) failure to provide written commission agreements; (n) violation of Labor Code section 226.2; (o) violation of California Day of Rest law; (p) violation of Labor Code section 208; (q) unlawful agreements – unlawful criminal history inquiries; (r) violation of Labor Code section 432.6; (s) failure to pay vested vacation / paid time off; (t) sick leave violations; (u) violations of California Labor Code Sections 201-204, 208, 210, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-248.6, 256, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, and related violations of the applicable Industrial Welfare Commission Wage Order; and (v) violations of California Business and Professions Code § 17200 et seq.

1.49 **“Released PAGA Claims”** means any and all claims arising from any of the factual allegations in the PAGA Notice and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including, without limiting, the foregoing: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to provide meal periods; (c) failure to authorize and permit rest breaks; (d) unlawful deductions; (e) failure to provide accurate itemized wage statements; (f) failure to maintain accurate payroll records; (g) failure to timely pay wages during employment and upon separation; (h) failure to pay reporting time pay; (i) failure to produce employment records; (j) failure to provide suitable resting facilities; (k) failure to provide suitable seating; (l) failure to reimburse for all necessary business expenses; (m) failure to provide written commission agreements; (n) violation of Labor Code section 226.2; (o) violation of California Day of Rest law; (p) violation of Labor Code section 208; (q) unlawful agreements – unlawful criminal history inquiries; (r) violation of Labor Code section 432.6; (s) failure to pay vested vacation / paid time off; (t) sick leave violations; (u) violations of California Labor Code Sections 201-204, 208, 210, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-248.6, 256, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2751, 2802, 2810.5, and related violations of the applicable Industrial Welfare Commission Wage Order.

1.50 **“Released Parties”** means: Boot Barn and co-defendant Boot Barn Holdings, Inc., and their current and former officers, directors, employees, and agents.

1.51 “**Request for Exclusion**” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

1.52 “**Response Deadline**” means 60 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail their Notice of Objection to the Settlement, or (c) fax, email, or mail their Dispute. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days to respond beyond the Response Deadline.

1.53 “**Settlement**” means the disposition of the Action effected by this Agreement and the Final Approval Order and Judgment.

1.54 “**Wage Portion**” means the portion of each Participating Class Member’s Individual Class Payment that will be allocated to settlement of wage claims, which is twenty percent (20%).

2 **RECITALS.**

2.1 On February 16, 2024, Plaintiffs submitted notice of their claims under the PAGA to the LWDA and Defendants pursuant to Labor Code section 2699.3, subd.(a).

2.2 On May 3, 2024, Plaintiffs Neill and Colmenares commenced this Action by filing a Complaint alleging a single cause of action for Violation of PAGA, based on the following alleged violations: (1) Failure to Pay All Wages Owed, Including Minimum and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Breaks; (4) Unlawful Deductions; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Maintain Accurate Payroll Records; (7) Failure to Timely Pay Wages During Employment and Upon Separation; (8) Failure to Pay Reporting Time Pay; (9) Failure to Produce Employment Records; (10) Failure to Provide Suitable Resting Facilities; (11) Failure to Provide Suitable Seating; (12) Failure to Reimburse for All Necessary Business Expenses; (13) Failure to Provide Written Commission Agreements; (14) Violation of Labor Code section 226.2; (15) Violation of California Day of Rest Law; (16) Violation of Labor Code section 208; (17) Unlawful Agreements - Unlawful Criminal History Inquiries; (18) Violation of Labor Code section 432.6; (19) Failure to Pay Vested Vacation/Paid Time Off; (20) Sick Leave Violations (the “**PAGA Complaint**”).

2.3 Boot Barn denies the allegations in the PAGA Complaint, denies any failure to comply with the laws identified in the PAGA Complaint, and denies any and all liability for the causes of action alleged.

2.4 Plaintiffs Neill and Colmenares signed binding arbitration agreements with class action waivers that require individual PAGA claims to be arbitrated. On September 10, 2024, the Court entered a stipulated order directing that Plaintiff Neill’s and Plaintiff Colmenares’s individual PAGA claims be submitted to binding arbitration under JAMS Employment Arbitration

Rules, while the non-individual PAGA representative claims were stayed pending completion of arbitration. Plaintiff Neill's individual arbitration proceeded as JAMS Case No. 5220007300, and Plaintiff Colmenares' individual arbitration proceeded as JAMS Case No. 5220007295.

2.5 On March 20, 2025, the Parties participated in an all-day mediation presided over by Brandon McKelvey of M Resolution, and subsequent negotiations between the Parties to arrive at this Agreement to settle the Action.

2.6 As part of this Agreement, Plaintiffs Neill and Colmenares agreed to amend their PAGA Complaint to add class allegations and add an additional named plaintiff, Plaintiff Garritson, to the Action. On September 10, 2025, the Parties filed an Amended Stipulation Granting Plaintiffs Leave to File First Amended Class and Representative Action Complaint, which the Court signed on October 13, 2025.

2.7 On October 27, 2025, Plaintiffs filed their First Amended Class and Representative Action Complaint, which is the Operative Complaint.

2.8 Prior to mediation, Plaintiffs obtained, through informal discovery and pre-mediation information exchange, Plaintiffs' personnel records, class time and payroll records, and the wage and hour policies applicable to Class Members during the Class Period, as well as data regarding the number of Class Members, Aggrieved Employees, and Pay Periods. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.9 This Settlement was reached prior to the Court reaching a determination on class certification or on the merits. The Parties, Class Counsel, and Defense Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Boot Barn through class certification, trial, and through any possible appeals. Plaintiffs and Class Counsel have considered the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interest of the Class. Boot Barn recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Boot Barn has been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Boot Barn, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

2.10 The Parties, Class Counsel, and Defense Counsel represent that they are aware of at least one other pending matter or action asserting claims that will be extinguished or affected by the Settlement: *Jeannie Castillo, et al. v. Boot Barn, Inc. dba Boot Barn*, Sacramento Superior Court No. 25CV017105, which was filed on July 17, 2025.

2.11 The Court has not granted class certification in this Action, and this Settlement obviates the need for class certification proceedings.

3 MONETARY TERMS.

3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Boot Barn promises to pay One Million Eight Hundred and Eighty Thousand Dollars and No Cents (\$1,880,000.00) and no more as the Gross Settlement Amount and to separately pay any and all Employer Taxes owed on the Wage Portions of the Individual Class Payments. Boot Barn has no obligation to pay the Gross Settlement Amount (or any Employer Taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Boot Barn.

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 Order and Judgment:

3.2.1 **To Class Representatives.** Class Representative Service Payments to the Class Representatives of not more than Twenty-Five Thousand Dollars and No Cents (\$25,000.00) total, with up to Ten Thousand Dollars and No Cents (\$10,000.00) each for Neill and Colmenares and up to Five Thousand Dollars and No Cents (\$5,000.00) for Garritson (in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member). Boot Barn will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed these amounts. As part of the Final Approval motion, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Class Representatives assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 **To Class Counsel.** A Class Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be Six Hundred Twenty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$626,666.67) and a Class Counsel Litigation Expenses Payment of not more than \$ 25,000.00. Boot Barn will not oppose requests for these payments provided they do not exceed these amounts. As part of the Final Approval motion, Plaintiffs and/or Class Counsel will request approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Boot Barn harmless, and indemnifies Boot Barn, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator. An Administration Expenses Payment not to exceed \$ 41,500.00, the amount specified in the Administrator's "not to exceed" bid submitted to the Court, provided CPT Group's bid is within 10% of the average bid from three other settlement administrators, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less than or the Court approves payment less than \$ 41,500.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of One Hundred Ninety Thousand Dollars and No Cents (\$190,000.00) to be paid from the Gross Settlement Amount, with 75% (\$142,500.00) allocated to the LWDA PAGA Payment and 25% (\$47,500.00) allocated to the Individual PAGA Payments. The Aggrieved Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release. To the extent the LWDA has released the Released PAGA Claims, no Aggrieved Employees may pursue these same Released PAGA Claims in another action. The Aggrieved Employees are collaterally estopped from pursuing the Released PAGA Claims released and compromised by the LWDA. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their Individual PAGA Payment.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$47,500.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. All Aggrieved Employees will be entitled to payment for at least one PAGA Pay Period.

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

3.2.5 To Each Participating Class Member. An Individual Class Payment calculated by (i) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (ii) multiplying the result by each Participating Class Member's Pay Periods during the Class Period. All Participating Class Members will be entitled to payment for at least one Pay Period.

3.2.5.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims – the Wage Portion. The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest on unpaid wages and statutory penalties – the Non-Wage Portion. The Non-Wage Portions are not subject to wage

withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4 **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 **Class and PAGA Pay Periods.** As of June 30, 2025, Boot Barn estimates there are approximately 6,400 Class Members and Aggrieved Employees. The Settlement is based on the assumption that there were 150,000 Pay Periods in the period from February 16, 2023, to June 30, 2025.

4.2 **Class Data.** Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Boot Barn will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Without any extension of the deadline by which Boot Barn must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 **Funding of Gross Settlement Amount.** Boot Barn shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the Employer Taxes by transmitting the funds to the Administrator on or before the Funding Date.

4.4 **Payments from the Gross Settlement Amount.** Within 14 calendar days after Boot Barn funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 **Check Mailing.** The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating Class Members and Aggrieved Employees

(including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 **Undelivered Checks.** The Administrator must conduct a Class Member Address Search for all other Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member and Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member or Aggrieved Employee prior to the void date and provided that the prior check has not been tendered.

4.5 **Uncashed Funds.** For any Class Member or Aggrieved Employee whose settlement check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Voices for Children Riverside in accordance with California Code of Civil Procedure Section 384(b) and subject to Court approval. The Parties and their counsel each represent that they do not have any financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest.

4.6 **No Effect on Employee Benefits.** The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Boot Barn to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5 **RELEASES OF CLAIMS.**

Effective on the date when Boot Barn fully funds the entire Gross Settlement Amount and funds all Employer Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Aggrieved Employees will release claims against all Released Parties as specified below:

5.1 **Plaintiffs' Release.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences (known or unknown), which they have, had, or might otherwise have had against the Released Parties from the beginning of time to the date Plaintiffs sign this Agreement, regarding any aspect of Plaintiffs' employment, including, but not limited to: the Released Class Claims, the Released PAGA Claims, any common law or statutory torts (including invasion of privacy), any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages, tips, or any other compensation or benefit ("**Plaintiffs' Release**"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,

disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2 **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.3 **Release by Participating Class Members.** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4 **PAGA Release.** Plaintiffs, in their capacity as representatives of the State of California under PAGA, release the Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA portion of the Settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee.

5.5 **Binding Effect Of Agreement On Aggrieved Employees and State of California.** The Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed by operation of the Final Approval Order and Judgment to be bound by the release of the Released PAGA Claims during the PAGA Period as set forth in this Agreement.

6 **MOTION FOR PRELIMINARY APPROVAL.**

6.1 **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including (i) a draft of the motion for preliminary approval ("**Preliminary Approval Motion**"), which includes a request for approval of the PAGA Settlement, which Class Counsel will submit to Boot Barn for review and comment at least fifteen (15) days prior to filing with the Court; (ii) a draft proposed Order Granting Preliminary Approval; (iii) 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 Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (iv) a signed declaration from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declaration from Class Counsel's firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)], Operative Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor Code section 2699, subd. (l)(2)]); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

6.2 **Responsibilities of Class Counsel.** Class Counsel is responsible for expeditiously finalizing and filing the Preliminary Approval Motion no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Preliminary Approval Motion and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7 **SETTLEMENT ADMINISTRATION.**

7.1 **Selection of Administrator.** The Parties have jointly selected CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group 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 state and federal tax authorities.

7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 **Notice to Class Members.**

7.4.1 Within ten (10) calendar days after receiving the Class Data from Boot Barn, the Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish to all Class Members and Aggrieved Employees via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Administrator.

7.4.2 Any Class Notice returned to the Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member or Aggrieved Employee, and perform a single re-mailing within five (5) calendar days.

7.4.3 Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

7.5 **Disputes Regarding Pay Periods.** Class Members/Aggrieved Employees will have an opportunity to dispute the number of Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute has been timely submitted. Upon receipt of notice of a Dispute form, the Administrator shall promptly serve Defense Counsel with a copy of the Dispute form and any accompanying papers. Boot Barn shall have the right to respond to the Dispute form of any Class Member/Aggrieved Employee. Absent evidence rebutting the accuracy of Boot Barn's records and data as they pertain to the number of Pay Periods to be credited to a disputing Class Member/Aggrieved Employee, Boot Barn's records will be presumed to be correct and determinative of the dispute. However, if a Class Member/Aggrieved Employee produces information and/or documents to the contrary, the Administrator will evaluate the materials submitted by the Class Member/Aggrieved Employee and the Administrator will resolve and determine the number of eligible Pay Periods that the disputing Class Member/Aggrieved Employee should be credited with under the Settlement. The Administrator's decision on such disputes will be final and non-appealable.

7.6 **Requesting Exclusion from the Class Settlement.** Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Administrator will certify jointly to Class Counsel and Defense Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage

Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all Aggrieved Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

7.7 Objecting to the Class Settlement. To object to the Class Settlement, Participating Class Members must submit a timely and complete Notice of Objection to the Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Administrator will certify jointly to Class Counsel and Defense Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Participating Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

7.8 Reports by the Settlement Administrator. The Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Further, within ten (10) calendar days of the close of the Response Deadline, the Settlement Administrator will provide a draft declaration to Class Counsel and Defense Counsel setting forth the number of Participating Class Members and Aggrieved Employees; the identity of those individuals who opted out of the Agreement; the total amount payable to all Participating Class Members and Aggrieved Employees; and the total PAGA Penalties, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Net Settlement Amount, and the appropriate applicable Employer Taxes for the Wage Portions of the Individual Class Payments.

7.9 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8 CLASS SIZE AND ESCALATOR CLAUSE.

8.1 Estimated Number of Pay Periods. The Settlement is based on the assumption that there were 150,000 Pay Periods in the period from February 16, 2023, to June 30, 2025.

8.2 **Escalator Clause.** If the total number of Pay Periods during the Class Period and PAGA Period increases by more than 10% (i.e., more than 165,000) as of the date of Preliminary Approval, Boot Barn will have the choice of: (a) paying a proportional increase in the Gross Settlement Amount for each additional pay period over 165,000; (b) only paying a proportional increase in the PAGA Penalties for each additional pay period over 165,000, which will be added to the Gross Settlement Amount, and modifying the end date of the Class Period to be the date immediately before the escalator clause is triggered (i.e., before the date the total number of pay periods exceeds 165,000); or (c) modifying the end date of the Class Period and/or PAGA Period to any date prior to the date of Preliminary Approval, and paying a pro rata increase, if applicable (i.e., for any pay periods over 165,000).

9 **BOOT BARN'S RIGHT TO WITHDRAW.**

If the number of valid Requests for Exclusion exceeds 10% of the total of all Class Members, Boot Barn has the option to withdraw from the Settlement. The Parties agree that, if Boot Barn withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Boot Barn will remain responsible for paying all Settlement Administration Expenses incurred to that point. Boot Barn must notify Class Counsel and the Court of its election to withdraw not later than 7 calendar days of the Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline.

10 **MOTION FOR FINAL APPROVAL.**

10.1 **Plaintiffs' Responsibilities.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "**Final Approval Motion**"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than ten (10) days prior to filing the Final Approval Motion. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Final Approval Motion.

10.2 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.3 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.4 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of the Final Approval Order and Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Final Approval Order and Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-judgment matters as are permitted by law.

11 **AMENDED JUDGMENT.**

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

12 **ADDITIONAL PROVISIONS.**

12.1 **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Boot Barn that any of the allegations in the Operative Complaint have merit or that Boot Barn has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Boot Barn's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Boot Barn reserves the right to contest certification of any class for any reasons, and Boot Barn reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Boot Barn's defenses. The Settlement, this Agreement and the 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).

12.2 **Effective Date Of Boot Barn's Obligations Under This Agreement.** Boot Barn's obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.

12.3 **Nullification.** If: (1) the Court should for any reason fail to enter the Final Approval Order and Judgment; or (2) the Court's Final Approval Order and Judgment is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.

12.4 **Invalidation.** Invalidation of any material term of this Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.

12.5 **Confidentiality Prior to Preliminary Approval.** Plaintiffs, Class Counsel, Boot Barn and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Boot Barn and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.6 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.7 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.8 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Boot Barn, 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.

12.9 **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 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.

12.10 **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.

12.11 **No Tax Advice.** Neither Plaintiffs, Class Counsel, Boot Barn 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.

12.12 **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.

12.13 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.14 **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.

12.15 **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.

12.16 **Corporate Signatories.** Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.

12.17 **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. In addition, other than information necessary to secure Court approval of this settlement, Plaintiffs and Class Counsel agree that the terms of this Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Agreement, and the Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,” disclosure of the Agreement on any web site of Class Counsel or any other website, or on any blogs, articles, or on any social media platforms or channels), or the public at large, without the advance written consent of Boot Barn. The Parties intend this Paragraph 12.17 to prohibit Plaintiffs and Class Counsel from discussing, answering questions about, promoting or publicizing the Agreement, its terms, or the negotiations leading to the Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiffs and Class Counsel (1) may tell the public in general only that certain claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals

for the purpose of preparing tax returns. In addition, Class Counsel may respond to questions received from and discuss any aspect of this Agreement with Class Members and Aggrieved Employees. Nothing herein shall prevent Class Counsel from referring to the Action in any declaration before the courts relating to the adequacy or in future applications by Class Counsel for approval of attorneys' fees.

12.18 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Boot Barn 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Boot Barn unless, prior to the Court's discharge of the Administrator's obligation, Boot Barn makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.19 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.

12.20 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.

12.21 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 Plaintiffs Arion Neill, Dave Colmenares, and Catherine Garritson:

Sepideh Ardestani (sepideh@crosnerlegal.com)
 Jamie K. Serb (jamie@crosnerlegal.com)
 Zachary M. Crosner (zach@crosnerlegal.com)
CROSNER LEGAL, PC
 9440 Santa Monica Blvd., Suite 301
 Beverly Hills, CA 90210
 Tel: (866) 276-7637

To Defendant Boot Barn, Inc.:

Maria Z. Stearns (mstearns@rutan.com)
 Peter Hering (phering@rutan.com)
 Adrianna A. Rubino (arubino@rutan.com)
RUTAN & TUCKER, LLP
 18575 Jamboree Road, 9th Floor
 Irvine, CA 92612
 Tel: (714) 641-5100

12.22 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.23 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement and pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall be extended for the entire period of this settlement process.

SIGNATURE PAGE FOLLOWS

Dated: 12 / 03 / 2025



Arion Neill
Plaintiff

Dated: 12 / 04 / 2025



Dave Colmenares
Plaintiff

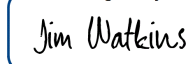
Dated: 12 / 03 / 2025



Catherine Garritson
Plaintiff

Dated: December 13, 2025

DocuSigned by:



Name: Jim Watkins

Title: CFO

On Behalf of Defendant Boot Barn, Inc.

Dated: December 3, 2025

CROSNER LEGAL, PC



Sepideh Ardestani, Esq.

Jamie K. Serb, Esq.

Zachary M. Crosner, Esq.

Attorneys for Plaintiffs and the Class

Dated: December 12, 2025

RUTAN & TUCKER, LLP



Maria Z. Stearns, Esq.

Peter Hering, Esq.

Adrianna A. Rubino, Esq.

Attorneys for Defendant Boot Barn



Title	SETTLEMENT AGREEMENT (boot barn)
File name	Boot_Barn_-_Class...for_Execution.pdf
Document ID	d23e7a37b759809ca20ac8c678adddb5ffde0974
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	12 / 03 / 2025 18:34:40 UTC	Sent for signature to Dave Colmenares (dc_for_life@yahoo.com) and Arion Neill (arionrzeznik@gmail.com) from mathew@crosnerlegal.com IP: 97.218.83.216
 VIEWED	12 / 03 / 2025 18:35:04 UTC	Viewed by Arion Neill (arionrzeznik@gmail.com) IP: 104.180.73.23
 SIGNED	12 / 03 / 2025 18:46:35 UTC	Signed by Arion Neill (mathew@crosnerlegal.com) IP: 104.180.73.23
 SENT	12 / 03 / 2025 20:09:44 UTC	A new document has been created based off of an existing document with ID d23e7a37b759809ca20ac8c678adddb5ffde0974 IP: 97.218.83.216
 EDITED	12 / 03 / 2025 20:09:44 UTC	Edited by Mathew Adame (mathew@crosnerlegal.com) IP: 97.218.83.216

Title	SETTLEMENT AGREEMENT (boot barn)
File name	Boot_Barn_-_Class...for_Execution.pdf
Document ID	d23e7a37b759809ca20ac8c678adddb5ffde0974
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 REASSIGNED	12 / 03 / 2025 20:09:44 UTC	The document has been reassigned by Mathew Adame (mathew@crosnerlegal.com) from () to Catherine Garritson (catherinegarritson@gmail.com) IP: 97.218.83.216
 RESENT	12 / 03 / 2025 20:09:45 UTC	Signature request resent by Mathew Adame (mathew@crosnerlegal.com) IP: 97.218.83.216
 SIGNED	12 / 03 / 2025 20:50:47 UTC	Signed by Arion Neill (arionrzeznik@gmail.com) IP: 104.180.73.23
 VIEWED	12 / 03 / 2025 21:07:20 UTC	Viewed by Catherine Garritson (catherinegarritson@gmail.com) IP: 107.77.229.203
 SIGNED	12 / 03 / 2025 21:10:41 UTC	Signed by Catherine Garritson (catherinegarritson@gmail.com) IP: 107.77.229.203



Title	SETTLEMENT AGREEMENT (boot barn)
File name	Boot_Barn_-_Class...for_Execution.pdf
Document ID	d23e7a37b759809ca20ac8c678adddb5ffde0974
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 VIEWED	12 / 05 / 2025 04:09:19 UTC	Viewed by Dave Colmenares (dc_for_life@yahoo.com) IP: 98.238.186.30
 SIGNED	12 / 05 / 2025 04:10:34 UTC	Signed by Dave Colmenares (dc_for_life@yahoo.com) IP: 98.238.186.30
 COMPLETED	12 / 05 / 2025 04:10:34 UTC	The document has been completed.

Exhibit 2

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

Arion Neill, et al. v. Boot Barn, Inc., et. al.

Riverside County Superior Court, Case Number CVRI2402537

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“**Action**”) against Boot Barn, Inc. (“**Boot Barn**”) and Boot Barn Holdings, Inc. for alleged wage and hour violations. The Action was filed by current and/or former Boot Barn employees Arion Neill (“**Neill**”), Dave Colmenares (“**Colmenares**”), and Catherine Garritson (“**Garritson**,” and collectively with Neill and Colmenares, “**Plaintiffs**”) and seeks payment of (1) minimum wages, (2) overtime wages, (3) premium wages for meal periods, (4) premium wages for rest periods, (5) inaccurate wage statements, (6) waiting time penalties, (7) reimbursement of business expenses, and (8) violations of Business and Professions Code section 17200, for a class of all current and former non-exempt employees who worked for Boot Barn in California and who received at least one wage statement during the **Class Period** (February 16, 2023 through **DATE**) (“**Class Members**”); and (9) penalties under the California Private Attorneys General Act (“**PAGA**”) for all current and former non-exempt employees who worked for Boot Barn in California and who received at least one wage statement during the **PAGA Period** (February 16, 2023 through **DATE**) (“**Aggrieved Employees**”).

The proposed settlement has two main parts: (1) a class settlement (the “**Class Settlement**”) requiring Boot Barn to fund individual class payments (“**Individual Class Payments**”), and (2) a PAGA settlement (the “**PAGA Settlement**”) requiring Boot Barn to fund individual PAGA payments (the “**Individual PAGA Payments**”) and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”) (collectively, the “**Settlement**”).

Based on Boot Barn’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Boot Barn’s records showing that **you worked [REDACTED] pay periods** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a dispute by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Boot Barn to make payments under the Settlement and requires Class Members and

Aggrieved Employees to give up their rights to assert certain claims against Boot Barn.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against Boot Barn that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-Out Deadline is DATE.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator the enclosed written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Boot Barn must pay Individual PAGA Payments to all Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by DATE.	All Class Members who do not opt-out (" Participating Class Members ") can object to any aspect of the proposed Class Settlement, but not the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court’s Final Approval Hearing is scheduled to take place on DATE.	You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Dispute the Calculation of Your Pay Periods. Written Disputes Must be Submitted by DATE.	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period pay periods and number of PAGA Period pay periods you worked according to Boot Barn’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must dispute it by DATE. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and/or former Boot Barn employees. The Action accuses Boot Barn of violating California labor laws by failing to pay all wages due, including minimum wages, overtime wages, reporting time, paid sick leave, vested vacation at termination, wages due upon termination, wages due upon termination timely, reimbursable business expenses, and failing to provide meal periods, rest breaks, paid sick leave, one day’s rest in seven, suitable resting facilities, suitable seating, written commission agreements, and accurate wage statements. Based on the same alleged violations, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Crosner Legal, PC (“**Class Counsel**”).

Boot Barn strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Boot Barn violated any laws or whether Boot Barn or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Boot Barn hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“**Agreement**”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Boot Barn have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Boot Barn does not admit any violations or concede the merit of any claims. The Agreement can be found attached as Exhibit 1 to the Declaration of Sepideh Ardestani filed in support of the Preliminary Approval Motion filed with the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501, and available online at the Riverside Superior Court’s website at <https://www.riverside.courts.ca.gov/>.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they

believe that: (1) Boot Barn has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court has preliminarily approved the Settlement and has determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement. Any final determination of these issues will be made by the Court at Final Approval.

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

Boot Barn Will Pay \$1,880,000.00 as the Gross Settlement Amount (Gross Settlement Amount). Boot Barn has agreed to deposit the Gross Settlement Amount into an account controlled by the administrator of the Settlement (the “**Administrator**”). The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Boot Barn will fund the Gross Settlement not more than 20 business days after the Judgment entered by the Court becomes final.

The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to \$626,666.67 (1/3 of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$25,000.00 total to Plaintiffs (\$10,000.00 each for Neill and Colmenares; \$5,000.00 for Garritson) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
- Up to \$41,500.00 to the Administrator for services administering the Settlement.
- Up to \$190,000.00 for PAGA Penalties, allocated 75% (\$142,500.00) to the LWDA PAGA Payment and 25% (\$47,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period pay periods.

Participating Class Members have the right to object to any of these deductions, except the amount of PAGA Penalties. The Court will consider all objections.

Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “**Net Settlement Amount**”) by making Individual Class Payments to Participating Class

Members based on their Class Period pay periods.

Taxes Owed on Payments to Class Members. Plaintiffs and Boot Barn are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“**Wage Portion**”) and 80% to penalties and interest (“**Non-Wage Portion**”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Boot Barn will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “**Void Date**”). If you don’t cash it by the Void Date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be transferred to Voices for Children Riverside as a *cy pres* recipient. The *cy pres* recipient is typically nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent. Voices for Children Riverside is a child advocacy program.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator by filling out the enclosed Request for Exclusion Form, not later than **DATE**, that you wish to opt-out. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Boot Barn.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Boot Barn have agreed that, in either case, the Settlement will be void: Boot Barn will not pay any money and Class Members will not release any claims against Boot Barn.

Administrator. The Court has appointed a neutral company, CPT Group to be the Administrator of the Settlement, send this Notice, calculate and make payments, and process Class Members’

Requests for Exclusion. The Administrator will also decide Class Member Disputes over pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Boot Barn has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Boot Barn or related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

All Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

"Released Parties" means: Boot Barn and co-defendant Boot Barn Holdings, Inc., and their current and former officers, directors, employees, and agents.

"Released Class Claims" means any and all claims against the Released Parties that have been, or could have reasonably been, alleged in the Operative Complaint and asserted against the Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action, including, without limiting, the foregoing: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to provide meal periods; (c) failure to authorize and permit rest breaks; (d) unlawful deductions; (e) failure to provide accurate itemized wage statements; (f) failure to maintain accurate payroll records; (g) failure to timely pay wages during employment and upon separation; (h) failure to pay reporting time pay; (i) failure to produce employment records; (j) failure to provide suitable resting facilities; (k) failure to provide suitable seating; (l) failure to reimburse for all necessary business expenses; (m) failure to provide written commission agreements; (n) violation of Labor Code section 226.2; (o) violation of California Day of Rest law; (p) violation of Labor Code section 208; (q) unlawful agreements – unlawful criminal history inquiries; (r) violation of Labor Code section 432.6; (s) failure to pay vested vacation / paid time off; (t) sick leave violations; (u) violations of California Labor Code Sections 201-204, 208, 210, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-248.6, 256, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, and related violations of the applicable Industrial Welfare Commission Wage Order; and (v) violations of California Business and Professions Code § 17200 *et seq.*

PAGA Release. After the Court’s judgment is final, and Boot Barn has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Boot Barn, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Boot Barn or its related entities based on the facts alleged in the Action and resolved by this Settlement.

All Aggrieved Employees will be bound by the following release:

Plaintiffs, in their capacity as representatives of the State of California under PAGA, release the Released Parties from the Released PAGA Claims.

“**Released PAGA Claims**” means any and all claims arising from any of the factual allegations in the PAGA Notice and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including, without limiting, the foregoing: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to provide meal periods; (c) failure to authorize and permit rest breaks; (d) unlawful deductions; (e) failure to provide accurate itemized wage statements; (f) failure to maintain accurate payroll records; (g) failure to timely pay wages during employment and upon separation; (h) failure to pay reporting time pay; (i) failure to produce employment records; (j) failure to provide suitable resting facilities; (k) failure to provide suitable seating; (l) failure to reimburse for all necessary business expenses; (m) failure to provide written commission agreements; (n) violation of Labor Code section 226.2; (o) violation of California Day of Rest law; (p) violation of Labor Code section 208; (q) unlawful agreements – unlawful criminal history inquiries; (r) violation of Labor Code section 432.6; (s) failure to pay vested vacation / paid time off; (t) sick leave violations; (u) violations of California Labor Code Sections 201-204, 208, 210, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-248.6, 256, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2751, 2802, 2810.5, and related violations of the applicable Industrial Welfare Commission Wage Order.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member’s pay periods during the Class Period. All Participating Class Members will be entitled to payment for at least one pay period.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$47,500.00) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s pay periods during the PAGA Period.

Pay Period Disputes. The number of Class pay periods you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Boot Barn's records, are stated in the first page of this Notice. You have until **DATE** to dispute the number of pay periods credited to you. You can submit your dispute by signing and sending the attached Pay Period Dispute Form to the Administrator by mail or by submitting a written letter, postmarked on or before **DATE**. If you submit your dispute via written letter, to be valid, the letter must: (i) contain the case name and number of the Action; (ii) contain your full name, signature, address, and the last four digits of your Social Security number; (iii) clearly state that you dispute the number of Pay Periods credited to you and what you contend is the correct number; and (iv) be returned by mail to the Administrator at the specified address, postmarked on or before **DATE**. Section 9 of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of supporting information and/or documents such as pay stubs. The Administrator will accept Boot Barn's calculation of pay periods based on Boot Barn's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Boot Barn will have the right to respond to the dispute. Absent evidence rebutting the accuracy of Boot Barn's records as they pertain to the number of pay periods to be credited, Boot Barn's records will be presumed to be correct and determinative of the dispute. The Administrator will resolve pay period disputes based on your submission and Boot Barn's response. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit the enclosed Request for Exclusion Form to the Administrator. To be valid, your Request for Exclusion must: (i) contain the case name and number of the Action; (ii) contain your full name, signature, address, and last four digits of your Social Security number; (iii) clearly state that you do not wish to be included in the Class Settlement; and (iv) be returned by mail to the Administrator at the specified address, postmarked on or before **DATE**. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid.** Section 9 of the Notice has the Administrator's contact

information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Boot Barn are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. Written objections to the Settlement must contain at least the following: (i) the case name and number of the Action, (ii) your full name, signature, address, and the last four digits of your Social Security number, (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection, (iv) copies of any papers, briefs, or other documents upon which the objection is based, and (v) be returned by mail to the Administrator at the specified address, postmarked on or before **DATE**. All objections shall be signed by you or your legally-authorized representative. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **DATE** at **TIME** in Department of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Boot Barn and Plaintiffs have promised to do under the proposed Settlement. You can also telephone or send an email to Class Counsel or the

Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>) and entering the Case Number for the Action, Case No. CVRI2402537.

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

Class Counsel:

Zachary Crosner

zach@crosnerlegal.com

Jamie Serb

jamie@crosnerlegal.com

Sepideh Ardestani

sepideh@crosnerlegal.com

Crosner Legal, P.C.

9440 Santa Monica Blvd., Suite 301

Beverly Hills, CA 90210

Settlement Administrator: CPT Group, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit 3

REQUEST FOR EXCLUSION FORM

ARION NEILL, ET. AL. V. BOOT BARN, INC., ET AL.

Superior Court of California, County of Riverside
Case No. CVRI2402537

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this Settlement.
EXCLUDE YOURSELF	You may exclude yourself from the Class Settlement (opt-out), but you may <u>not</u> exclude yourself from the PAGA Settlement. To exclude yourself from the Class Settlement, fill out the information below and mail this form to the Settlement Administrator. If you exclude yourself from the Class Settlement, <u>you will not get any Individual Settlement Payment</u> . You cannot opt-out of the PAGA portion of the proposed Settlement.

I declare as follows:

I am or was a non-exempt employee who worked for Defendant Boot Barn, Inc. in California at any time during the time period of February 16, 2023 through _____. I have received and reviewed the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, and I wish to be ***excluded*** from the Settlement Class and ***not*** to participate in the proposed Settlement. I understand exclusion from the Class Settlement does not mean exclusion from the PAGA Settlement and I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

XXX – XX – _____
(Social Security Number – last 4 digits only)

This form must be mailed to the Settlement Administrator on or before _____, 2026:

Settlement Administrator
c/o CPT Group, Inc.

[EMAIL]

[ADDRESS]

[TELEPHONE]

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action. For more information, please consult the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

Exhibit 4

OBJECTION FORM

ARION NEILL, ET. AL. V. BOOT BARN, INC., ET AL.

Superior Court of California, County of Riverside
Case No. CVRI2402537

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement as described in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), you may fill out this form and mail it to the Settlement Administrator, or submit a letter as described in the Class Notice, postmarked on or before [REDACTED], 2026, at the following mailing address:

Settlement Administrator
c/o CPT Group, Inc.

[EMAIL]

[ADDRESS]

[TELEPHONE]

Explanation of your objection to the Class Settlement.

You must attach any legal support for your objection, as well as copies of any papers, briefs or other documents on which your objection is based to this Form.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Social Security Number – last 4 digits only)

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action.
For more information, please consult the Class Notice.

Exhibit 5



Los Angeles Office
9440 Santa Monica Blvd.
Beverly Hills, CA 90210

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (866) 276-7637
fax: (310) 510-6429

February 16, 2024

VIA PAGA ONLINE FILING ONLY:

California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAFilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL:

CSC Lawyers Incorporating Service
Agent for Service of Process for:
**Boot Barn, Inc. and
Boot Barn Holdings, Inc.**
Attn: CA Registered Agent Authorized
Employees: Becky DeGeorge, Koy Saechao,
Lai Saevang, Nicole Stauss, Jenn Bautista,
Trudy Desbiens, Rebecca Vang, Wendy
Harris, Melissa Dekoven, Carolyn Valle, Kaci
Ransom, Kelli Shortte, Annette Kuhlman,
Brejet Stephens, Crystal Chapman, Janette
McIntyre, Jerome Suarez, Samantha Wiltz,
and Parid Kurbini
2710 Gateway Oaks Drive #150-N
Sacramento, CA 95833

**Boot Barn, Inc. and Boot Barn Holdings,
Inc.**

Attn: Human Resources / Legal Department
15345 Barranca Pkwy
Irvine, CA 92618

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; Boot Barn, Inc.; and Boot
Barn Holdings, Inc.
Date: February 16, 2024
Subject: *Arion Neill and Dave Colmenares v. Boot Barn, Inc., et al.*

Introduction

This office represents PLAINTIFF Arion Neill (“PLAINTIFF NEILL”) and PLAINTIFF Dave Colmenares (“PLAINTIFF COLMENARES”) (hereinafter collectively “PLAINTIFFS”) in

connection with PLAINTIFFS' claims under the California Labor Code. PLAINTIFFS were, at all relevant times herein mentioned, employees of the following entities and individual managing agents of said entities: Boot Barn, Inc. and Boot Barn Holdings, Inc. (hereinafter, these entities and their managing agents are collectively referred to as "DEFENDANTS"). DEFENDANTS may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, PLAINTIFFS, on behalf of PLAINTIFFS, and on behalf of all current and former non-exempt employees employed by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice ("NON-EXEMPT AGGRIEVED EMPLOYEES") and on behalf of all current and former exempt employees employed by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice ("EXEMPT AGGRIEVED EMPLOYEES"), hereby give written notice ("NOTICE") of PLAINTIFFS' claims against DEFENDANTS. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency ("LWDA") and DEFENDANTS via certified mail to their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State.

This NOTICE also serves to demonstrate PLAINTIFFS' reasonable attempt at settlement with DEFENDANTS. If DEFENDANTS are interested in settling this matter before a lawsuit is filed, DEFENDANTS may contact Crosner Legal, P.C., at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by PLAINTIFFS to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, DEFENDANTS are on notice that PLAINTIFFS continue their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that DEFENDANTS intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the DEFENDANTS shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which will base PLAINTIFFS' claims, request that the LWDA regard this NOTICE as written notice of PLAINTIFFS' intent to seek civil penalties against DEFENDANTS. Under *Huff v. Securitas Security Services USA, Inc.*

(2018) 23 Cal.App.5th 745, a PAGA representative has authority to seek penalties for all known violations committed by the employer – regardless of whether the representative experienced all violations personally. *Id.* at 760-761. Moreover, under *Johnson v. Maxim Healthcare Servs., Inc.*, (2021) 66 Cal. App. 5th 924, 929, an employee may pursue a claim under PAGA even when that employee’s individual claim is time-barred.

PLAINTIFFS, on behalf of PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that DEFENDANTS have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 511, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, and 2810.5, and all applicable Wage Orders.

The Named Entities Are Joint Employers of PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

PLAINTIFFS are informed and believe and thereon allege that at all relevant times DEFENDANTS and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/Abc, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

PLAINTIFFS believe and hereon assert that DEFENDANTS and unknown entities must be classified as joint employers of PLAINTIFFS for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFFS to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFFS at all relevant times herein, so as to be considered the joint employers of PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES. For example, DEFENDANTS, and each of them maintain the same principal place of business and agent for service of process as provided to the California Secretary of State, and based on information and belief DEFENDANTS, and each of them, utilize some of the same attorneys and/or human resources personnel to oversee employment-related matters. By reason of their status as joint employers of PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the

California Labor Code and applicable Wage Orders as to PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. DEFENDANTS, at all relevant times, were an employer or person acting on behalf of employer(s) who violated PLAINTIFFS' and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "*a natural person* who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

PLAINTIFFS intend to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. PLAINTIFFS will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. PLAINTIFFS ask and demand that DEFENDANTS put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, PLAINTIFFS also offer to DEFENDANTS to place those individuals on notice if DEFENDANTS voluntarily provides their contact information.

General Information

DEFENDANTS own, operate, manage and/or staff its employees to work at the retail stores, offices, warehouse distribution centers, warehouses and/or other location(s) in California, including but not limited to retail stores, offices, warehouse distribution centers, warehouses and/or other facilities and/or locations in cities throughout California. DEFENDANTS, through its various locations serve the retail and/or manufacturing and/or warehousing industries.¹ Although DEFENDANTS may operate a successful company or have a noble mission, DEFENDANTS do not comply with California's labor laws.

PLAINTIFFS are current employees of DEFENDANTS.

PLAINTIFF NEIL worked for DEFENDANTS as a sales associate and inventory control associate and/or similar title(s) and/or position(s) from in or around 2022 and continuing through the present. PLAINTIFF NEILL regularly worked at least four (4) to nine (9) hours per day, at least three (3)

¹ See <https://www.bootbarn.com/>. Last visited February 15, 2024.

to five (5) days per week. PLAINTIFF NEILL worked for DEFENDANTS at DEFENDANTS' Oceanside location(s), which operates under the name "Boot Barn".

PLAINTIFF COLMENARES worked for DEFENDANTS as a sales associate and/or similar title(s) and/or position(s) from in or around 2018 and continuing through the present. PLAINTIFF COLMENARES regularly worked at least seven and one-half (7 ½) hours per day, at least five (5) days per week. PLAINTIFF COLMENARES worked for DEFENDANTS at DEFENDANTS' Clovis location(s), which operates under the name "Boot Barn".

DEFENDANTS paid PLAINTIFFS an hourly rate for time counted by DEFENDANTS as hours worked. PLAINTIFFS were also compensated with commissions and/or spiffs and/or other non-discretionary compensation (e.g., based on certain products/brands sold).

Among other things, DEFENDANTS (1) failed and continue to fail to keep accurate and complete time records for PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continue to fail to pay PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (3) failed and continue to fail to pay PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (4) failed and continue to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (5) failed and continue to fail to provide PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (6) refused and continue to refuse to make and/or falsely denied the amount of payments due to PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (7) failed and continue to fail to place PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (8) failed and continue to fail to provide legally compliant wage statements to PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (9) made unlawful deductions from PLAINTIFFS' and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (10) failed and continue to fail to timely pay wages to PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (11) failed and continue to fail to reimburse PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of DEFENDANTS; (12) required and continue to require PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continue to inquire into PLAINTIFFS', NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; (13) failed and continue to fail to provide suitable seating and suitable resting facilities; (14) failed and continue to fail to pay all owed reporting time pay wages; (15) required and continue to require PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates

the law as a condition of employment; and Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which allowed meal periods were provided each day.

Based on information and belief, DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, DEFENDANTS failed and continue to fail to keep accurate and complete records showing total hours worked by PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of DEFENDANTS’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

DEFENDANTS failed and continue to fail to keep accurate and complete records showing total hours worked by virtue of DEFENDANTS’ failure to relieve PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, DEFENDANTS further failed, and continue to fail, to record the true start and end times of PLAINTIFFS’ and NON-EXEMPT AGGRIEVED EMPLOYEES’ meal periods.

Based on further information and belief, DEFENDANTS further failed and continue to fail, to record the true start and end times of PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES’ work shifts.

Additionally, DEFENDANTS failed, and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES.

DEFENDANTS’ failure to keep “accurate and complete” payroll records for PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each

Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.²

Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:

Time and Pay Records

Labor Code section 226 and all applicable IWC Wage Orders, section 7 require that employers keep the following information on file for each employee for a minimum of three years: The employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned.

Section (b) of Labor Code section 226 further requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer." Section (c) of Labor Code section 226 provides that, "an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction." An employer's failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

Personnel Records

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee's signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date the employer receives a written request." An employer's failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Based on information and belief, DEFENDANTS failed to timely produce or make available a current or former employee's personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. Based on information and belief, DEFENDANTS failed and continue to fail to timely produce complete payroll and personnel records when requested by NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES.

These violations subject DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-

² See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, PLAINTIFFS did not sign a valid meal period waiver throughout PLAINTIFFS' employment by DEFENDANTS.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more, entitling to at least one meal period.

PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were forced to take late meal periods in order to complete assigned job duties. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times interrupted during purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned job duties.

For example, at times, PLAINTIFF NEILL was required to take her meal period after working more than five (5) hours due to the need to complete assigned job duties.

Based on information and belief, DEFENDANTS did not pay PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES a meal period premium for each missed and/or otherwise legally noncompliant meal period and/or DEFENDANTS failed to pay PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES proper meal period premiums for failure to incorporate all non-discretionary compensation, including but not limited to, non-discretionary bonus pay, shift differential pay and/or other non-discretionary compensation into the regular rate(s) used to calculate the owed meal period premiums, resulting in the underpayment of meal period premiums, in violation of California meal period law.

Based on information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during unpaid meal periods.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take into account when scheduling meal periods for NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their policies and practices resulted in the denial of uninterrupted meal periods which were free of DEFENDANTS' control owed to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Based on information and belief, per DEFENDANTS' uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal break.

Based on information and belief, PLAINTIFFS did not sign any valid meal period waiver(s) during their respective employments.

Based on information and belief, despite DEFENDANTS' failure to provide lawful meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end times of PLAINTIFFS' and other NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to DEFENDANTS' premises), despite having actual and/or constructive knowledge that PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive lawful meal periods.

Moreover, based on information and belief, DEFENDANTS failed to keep accurate records of the true start and end times of PLAINTIFFS' and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Based on information and belief, to the extent meal period were recorded, DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on information and belief, DEFENDANTS failed to instruct PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES as to the timing and duty-free nature of meal periods. Based on further information and belief, DEFENDANTS did not have a compliant written meal break policy, nor did DEFENDANTS have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

PLAINTIFFS are further informed and believe and thereon allege that DEFENDANTS had actual and/or constructive knowledge that their time-rounding and/or auto-deduction policies and practices resulted in the denial of lawful meal periods owed to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

DEFENDANTS failed to pay PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced

statutes and Wage Order provisions were violated.³ DEFENDANTS' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §12(A). In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

DEFENDANTS did not properly authorize and provide PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law. Based on information and belief, DEFENDANTS had no policy in place nor

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

instruction as to the taking of duty-free rest periods. Based on information and belief, DEFENDANTS did not have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises. For example, PLAINTIFF NEILL was frequently if not always unable to take compliant rest periods due to her need to complete assigned job duties and/or was unable to take net ten-minute rest periods in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to skip rest breaks completely or otherwise take non-compliant rest periods.

Moreover, based on information and belief, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during rest periods.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once tasks were completed, and/or as time permitted.

Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which NON-EXEMPT AGGRIEVED EMPLOYEES experienced a missed or otherwise unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. DEFENDANTS failed to pay PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided. DEFENDANTS either failed to pay a rest period premium at all for each workday a lawful rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty,

for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Failure to Provide Suitable Resting Facilities: Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

DEFENDANTS’ locations/facilities are generally similar in layout and design, and there was, and continue to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. DEFENDANTS could have provided NON-EXEMPT AGGRIEVED EMPLOYEES with a resting facility within DEFENDANTS’ facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a suitable breakroom). As a result, NON-EXEMPT AGGRIEVED EMPLOYEEES were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, or search for facilities outside of DEFENDANTS’ premises which are not designated or reserved for rest, such as their personal vehicles.

DEFENDANTS did not provide NON-EXEMPT AGGRIEVED EMPLOYEES with suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

DEFENDANTS’ failure to provide suitable resting facilities to PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES violated and continue to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Pursuant to section 4 of the applicable Wage Order, “Every employer shall pay to each employee not less than the applicable minimum wage for all hours worked in the payroll period...” The applicable Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control

⁴ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); and All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

of the employer and all time the employee is suffered or permitted to work. An employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, "in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." *Cal. Lab. Code* § 1194.2.

DEFENDANTS failed to compensate PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of DEFENDANTS' automatic deduction and time rounding policies for shift start and shift end times and meal period start and end times, and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods as explained above.

Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to DEFENDANTS' control during purported meal periods and/or were otherwise not afforded with lawful meal periods, depriving PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

For example, based on information and belief, DEFENDANTS suffered, permitted, explicitly instructed and/or otherwise required NON-EXEMPT AGGRIEVED EMPLOYEES to perform pre-shift and/or post-shift off-the-clock work/off-the-clock work outside of scheduled shift times, such as but not limited to, completing paperwork and/or data entry, cleaning and/or setting up DEFENDANTS' facilities and/or making and/or responding to work-related communications and/or completing other off-the-clock work tasks that were neither recorded nor compensated, resulting in DEFENDANTS' failure to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, prior to beginning a scheduled shift, NON-EXEMPT AGGRIEVED EMPLOYEES were required to start and/or boot all of DEFENDANTS' computer systems, phone systems / applications and/or software so as to have all systems running at the start of the scheduled shift. As such, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES at times spent at least 10-15 minutes before each scheduled shift preparing and/or troubleshooting different work applications in order to clock in and begin their shifts. This pre-shift work was off-the-clock and uncompensated resulting in unpaid minimum and overtime wages.

Based on information and belief, at times, DEFENDANTS' electronic employee time-keeping system/app malfunctioned such that NON-EXEMPT AGGRIEVED EMPLOYEES were required to either reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES experienced the same issues when clocking out for shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not recorded and not compensated and resulted in unpaid minimum wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES were required to wait in line behind other NON-EXEMPT AGGRIEVED EMPLOYEES to access DEFENDANTS' time-keeping system and/or terminal so they could then clock in for the start of their shifts which said waiting time spent under DEFENDANTS' control that was neither recorded nor compensated, resulting in DEFENDANTS' failure to compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all time worked and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS did not compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all time spent donning and doffing personal protective equipment, safety equipment and/or uniforms/work clothing (e.g., headwear/hats, gloves, goggles/safety glasses and/or face masks) during meal periods, before the start of a scheduled shift, and after completing a scheduled shift, resulting in DEFENDANTS' failure to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all work time and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to undergo security screenings and/or other mandated screenings before and/or after a scheduled shift and/or before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to undergo COVID-19 temperature screenings and/or complete questionnaires prior to beginning their scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-shift off-the-clock work.

Moreover, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES who opened their work locations were required to first unlock the doors, turn on all the lights in the restaurant/facility and/or deactivate the alarm before clocking in for work, resulting in pre-shift off-the-clock work and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on further information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES in charge of closing their location(s) were required to first clock out for their shifts before enabling the alarm, turning off all the lights in the facility and/or locking the doors. This resulted in additional off-the-clock post-shift work that was not compensated and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete other work tasks outside of their reported work time, before clocking in for the start of their shift and/or after clocking out for the end of their shift and/or otherwise outside of their scheduled shift times resulting in DEFENDANTS' failure to compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of minimum wages and overtime wages to NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete off-the-clock work outside of scheduled shifts due to, including but not limited to, work-related phone calls and/or messages they received to their phones and were required to respond to, including but not limited to, communications from supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES regarding scheduling and/or other work tasks, resulting in the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, based on information and belief, PLAINTIFFS were required to complete off-the-clock work outside of scheduled shifts due to, including but not limited to, work-related phone calls and/or messages they received to their phones and were required to respond to, including but not limited to, communications from supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES regarding scheduling and/or other work tasks, resulting in the underpayment of minimum and overtime wages owed to PLAINTIFFS.

Based on information and belief, at times, DEFENDANTS require/required NON-EXEMPT AGGRIEVED EMPLOYEES to travel between DEFENDANTS' stores, facilities and/or locations without compensating NON-EXEMPT AGGRIEVED EMPLOYEES for the travel time. For example, based on information and belief, due to scheduling issues and/or understaffing, NON-EXEMPT AGGRIEVED EMPLOYEES were at times required after working at their scheduled facility location to cover a shift at another of DEFENDANTS' stores/facilities/locations but were not compensated for the time spent driving to the second store/facility, resulting in the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS engaged in systemic time record manipulation to shave time worked off PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES' workdays, by, for example, editing written and/or electronic time records to delete portions of total hours worked or otherwise understate actual hours worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, at times, DEFENDANTS instituted a piece-rate-based compensation scheme that resulted in pay periods during which NON-EXEMPT AGGRIEVED EMPLOYEES were denied the minimum wage for all hours worked. For example, on information and belief, at times, DEFENDANTS paid NON-EXEMPT AGGRIEVED EMPLOYEES on a strictly commission and/or piece-rate basis (e.g., per sale completed/brand sold and/or using a flagged hour basis), at least during some pay periods, during the relevant time period. However, based on information and belief, DEFENDANTS failed to separately compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all non-piece rate related activities/all non-productive time,

including but not limited to, all rest breaks and/or time spent preparing/setting up for jobs, time spent completing paperwork, waiting between jobs and tasks and/or other waiting time, and/or performing work duties that otherwise fall outside of the piece-rate pay criteria. DEFENDANTS' failure to separately compensate NON-EXEMPT AGGRIEVED EMPLOYEES for their rest periods and/or other non-productive time and/or failure to compensate them at the correct rates for all non-productive time including rest periods resulted in the failure to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and violations of California wage and hour laws, including but not limited to, Labor Code sections 226.2 and/or 1197. Based on information and belief, DEFENDANTS further failed to include this information on these employees' wage statements required by Labor Code section 226.2.

Based on information and belief, DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES the applicable minimum wage for the county and/or city within which the NON-EXEMPT AGGRIEVED EMPLOYEE worked in California.

Moreover, based on information and belief, DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES split shift premium wages when they worked split shifts during the relevant period. For example, based on information and belief, at times, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to work two separate shifts in the same day. Based on information and belief, DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES split shift compensation whenever PLAINTIFF's and/or other NON-EXEMPT AGGRIEVED EMPLOYEES' work schedules were interrupted by non-paid non-working periods established by DEFENDANTS, which resulted in a violation of the applicable Wage Order (See section 4 of all applicable Wage orders, "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday..."). See, also, Cal. Code Regs. Tit. 8, § 11050 (when an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment). DEFENDANTS also failed to separately itemize these split shift premium wages on PLAINTIFF's and/or other NON-EXEMPT AGGRIEVED EMPLOYEES' wage statements, in violation of Labor Code sections 510, 1194 and all applicable IWC Wage Orders. See, https://www.dir.ca.gov/dlse/split_shift.htm. (The employer must itemize the premium payment on the pay stub provided to the employee, and it should be shown as a separate category such as "Split Shift Premium" and should not be lumped into another category such as wages, bonus, etc. DEFENDANTS failed to separately account for the split shift premiums earned by PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements.

Based on information and belief, DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by DEFENDANTS. Based on information and belief, this work time was completed off-the-clock and was not compensated.

Based on further information and belief, DEFENDANTS implemented a time-rounding system that as applied systematically deprived PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by

DEFENDANTS would almost always, if not always, result in understating actual compensable work time. DEFENDANTS' failure to pay for all time worked by virtue of their time-rounding practices resulted in the underpayment of minimum wages owed to PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

For example, DEFENDANTS' pay records and/or wage statements for PLAINTIFFS list categories for "education hours" and/or "meeting hours," with hours listed that evidence rounding to at least the nearest quarter, half and/or whole hour. For example, DEFENDANTS' pay records and/or wage statement for PLAINTIFF BEAUSOLEIL for pay date April 21, 2023, evidence rounding to at least the nearest quarter, half and/or whole hour, showing precisely 1.00 "Meeting Hours" and exactly 2.00 "Education Hours."

DEFENDANTS' failure to pay for all time worked by virtue of their time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject DEFENDANTS, to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

⁵ See Lab. Code §1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

Based on information and belief, DEFENDANTS violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

Namely, DEFENDANTS' automatic deduction and time rounding policies and practices for meal periods and shift start times and shift end times, payment according to scheduled hours worked rather than actual time worked, off-the-clock/unpaid work completed during meal periods and/or time spent restricted to DEFENDANTS' premises and/or subject to DEFENDANTS' control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

Based on information and belief, DEFENDANTS calculated the owed overtime rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s) based on the minimum wage established for the cities and/or counties within which NON-EXEMPT AGGRIEVED EMPLOYEES worked, resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES who worked in cities and/or counties in California with minimum wage rates above the California minimum wage rate.

Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES earned non-discretionary bonuses/incentive pay (e.g., non-discretionary production-based bonuses) and/or other non-discretionary compensation, however, DEFENDANTS failed to factor all non-discretionary compensation into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation of the owed overtime rate(s) of pay and the underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage

Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁶

Failure to Provide Written Commission Agreements: Labor Code section 2751 requires that all commission contracts "be in writing and . . . set forth the method by which the commissions shall be computed and paid." Cal. Lab. Code section 2751(a) (2012). Under the statute, employers must also "give a signed copy of the contract to every employee who is a party [to the contract] and . . . obtain a signed receipt for the contract from each employee." *Id.* section 2751(b).

Based on information and belief, DEFENDANTS failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES who were compensated on a commission basis with proper written commission agreements, in violation of Labor Code section 2751.

Violation of Labor Code Section 226.2: Labor Code section 226.2 requires an employer to pay employees compensated on a piece-rate basis separately for rest and recovery periods and nonproductive time, apart from any piece-rate pay. This statute further requires an employer to include on the wage statements for these employees the total hours of compensable rest and recovery period, the total hours for other non-productive time, the rates of compensation for these hours, and the gross wages paid for these hours. In addition, the statute requires that employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of: (i) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (ii) The applicable minimum wage. Per case law, Labor Code section 226.2 also applies to employees compensated on a commission basis.

Based on information and belief, DEFENDANTS failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES who were paid solely on a piece rate and/or commission basis separately for the rest periods and nonproductive time, and/or failed to pay them for this time at the correct rates. Based on information and belief, DEFENDANTS further failed to include this information on NON-EXEMPT AGGRIEVED EMPLOYEES' wage statements. As such, DEFENDANTS failed to comply with Labor Code section 226.2.

Violation of California Labor Code §§ 245-248.5: Throughout the relevant time period, DEFENDANTS failed to provide proper paid sick leave to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES. DEFENDANTS either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to

⁶ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, DEFENDANTS further failed to provide notice of the correct sick leave amount balance available to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statements.

Based on information and belief, DEFENDANTS failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, DEFENDANTS failed to provide notice of sick leave amount balance left for PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES, thus affecting their intelligent exercise of their paid sick leave. But for this failure, PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and PLAINTIFFS seek all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES.

In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records documenting the hours worked and paid sick days accrued and used by PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, DEFENDANTS further failed and continue to fail to comply with Labor Code section 246, by failing to provide PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

DEFENDANTS unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of DEFENDANTS' failure to properly institute a paid sick leave program.

On information and belief, PLAINTIFFS alleges that all of these practices were experienced and continue to be experienced by other NON-EXEMPT AGGRIEVED EMPLOYEES.

PLAINTIFFS requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to DEFENDANTS' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. PLAINTIFFS requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Refusal to Make Payment: Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

DEFENDANTS violated and continue to violate Labor Code section 216 by failing to pay PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject DEFENDANTS to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.⁷

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226(a).

As DEFENDANTS failed to provide PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to PLAINTIFFS and NON-EXEMPT AGGRIEVED

⁷ Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

EMPLOYEES failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

DEFENDANTS' issued wage statements to PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES that also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices described above), which results in a violation of Labor Code section 226(a).

Separately, and independent of the above allegations, based on information and belief, DEFENDANTS issued wage statements to NON-EXEMPT AGGRIEVED EMPLOYEES that failed to list the total hours worked during the pay period, in violation of, including but not limited to, Labor Code section 226(a)(2).

Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

Based on information and belief, wage statements issued by DEFENDANTS failed to list the inclusive dates of the pay period for which the NON-EXEMPT AGGRIEVED EMPLOYEE or EXEMPT AGGRIEVED EMPLOYEE is being paid.

For example, based on information and belief, wage statements issued by DEFENDANTS failed to list the inclusive dates of the pay period for which the NON-EXEMPT AGGRIEVED EMPLOYEE is being paid. For example, based on information and belief, at times, DEFENDANTS issued wage statements to NON-EXEMPT AGGRIEVED EMPLOYEES containing payment for hours worked during previous pay periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate pay period for that retroactive pay, further failing to list the total hours worked for the pay period, including but not limited to, the total hours worked for the pay period the retroactive pay corresponds with.

For example, based on information and belief, at times, DEFENDANTS issued wage statement(s) to NON-EXEMPT AGGRIEVED EMPLOYEES that list a category for "Retro" pay without including the inclusive dates of the accurate pay period for that "Retro" pay, further failing to list the total hours worked for the pay period, including but not limited to, the total hours worked for the pay period the retroactive pay corresponds with, in violation of including but not limited to, Labor Code section 226(a)(2) and/or Labor Code section 226(a)(6).

DEFENDANTS' failure to accurately list all hours worked on all wage statements caused confusion to PLAINTIFFS and caused and continue to cause confusion to the NON-EXEMPT

AGGRIEVED EMPLOYEES over whether they received all wages owed to them. PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES were injured by DEFENDANTS' failure to provide accurate wage statements.

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, based on information and belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, wage statements issued by DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9). For example, based on information and belief, wage statements issued by DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9) due to DEFENDANTS' failure to list an overtime rate category at all and/or failure to list a category containing the proper overtime rate.

Based on information and belief, DEFENDANTS issued wage statements to NON-EXEMPT AGGRIEVED EMPLOYEES that failed to list the number of piece-rate units earned and any applicable piece rate(s) of pay, in violation of Labor Code section 226(a)(3).

Based on information and belief, DEFENDANTS issued wage statements that failed to accurately list all deductions, in violation of Labor Code section 226(a)(4).

Moreover, based on information and belief, DEFENDANTS issued wage statements to PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES that further violate Labor Code section 226(a), by among other things, failing to list the correct name and/or address of the legal entity that is the employer.

As a result, the wage statements provided to PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not accurate and did not include all of the statutorily required information.

These violations subject DEFENDANTS to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁸

⁸ See Lab. Code §226.3 (establishing that the civil penalty is "per employee per violation").

Unlawful Deductions: Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee.” Based on information and belief DEFENDANTS made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES paychecks during the relevant period including but not limited to, deducting costs of uniforms and/or other business costs and/or deducting wages for purported overpayments from previous pay periods and/or unlawfully deducting wages for negligently damaged property. Such a practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated. See Lab. Code §225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”).

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. DEFENDANTS violated this section by, including but not limited to, failing to pay PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for meal and rest periods not provided and/or otherwise unlawful, by failing to compensate employees for all hours worked, and by failing to pay proper premium wage rates for all hours worked. These violations subject DEFENDANTS to civil penalties under Labor Code section 210. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute’s provisions were violated.

Reporting Time Pay Violations:

Section 5 of all applicable IWC Wage Orders, provides as follows:

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage. (B) If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting

NON-EXEMPT AGGRIEVED EMPLOYEES were not paid reporting time wages in accordance with California law, including but not limited to the applicable IWC Wage Order. For example, based on information and belief, at times, PLAINTIFFS and/or other NON-EXEMPT AGGRIEVED EMPLOYEES reported to work for a scheduled shift but were sent home and/or were not put to work and were not paid all owed reporting time pay wages in accordance with California law.

Based on information and belief, DEFENDANTS have a policy and practice of failing to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California

law, including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES violated and continue to violate the applicable Wage Order, including but not limited to IWC Wage Order 5-2001, section 5(A)-(B) and the California Labor Code, including but not limited to section 1198.

Violation of California Day of Rest Law

Under California law, every employee in California is "entitled" to "one day's rest [from labor] in seven"; and, no employer may "cause" their employees "to work more than six days in seven." *See* Labor Code Sections 551 and 552. Labor Code section 553 provides that a violation of the foregoing sections is a misdemeanor.

Based on information and belief, DEFENDANTS have and continue to have a uniform policy and practice of requiring NON-EXEMPT AGGRIEVED EMPLOYEES to work at least seven days consecutively in a workweek, in violation of including but not limited to, Labor Code Section 551. Based on information and belief, PLAINTIFFS and/or other NON-EXEMPT AGGRIEVED EMPLOYEES were suffered, permitted, or required to work at least seven (7) days consecutively in a workweek, in violation of California law, including but not limited to Labor Code Section 551.

Seating Violations: Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, DEFENDANTS failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that NON-EXEMPT AGGRIEVED EMPLOYEES were working.

Lastly, based on information and belief, there were periods of time when NON-EXEMPT AGGRIEVED EMPLOYEES were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

DEFENDANTS' NON-EXEMPT AGGRIEVED EMPLOYEES worked in various positions including but not limited to, DEFENDANTS' retail stores, warehouse distribution centers and/or warehouses. The nature of NON-EXEMPT AGGRIEVED EMPLOYEES' work reasonably permitted the use of seats. However, DEFENDANTS failed to provide suitable seating in reasonable proximity to NON-EXEMPT AGGRIEVED EMPLOYEES' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting DEFENDANTS to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.⁹

Standard Conditions of Labor Violations: Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, DEFENDANTS' violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses, suitable resting facilities, seating, reporting time pay, and other violations described herein result in separate violations of sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections 1197.1 and 2699.

Statutory Wage Violations: Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, DEFENDANTS willfully and systematically denied PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. DEFENDANTS acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, DEFENDANTS paid PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES were properly paid. As such, PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

⁹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

Failure to Pay Vested Vacation/Paid Time Off:

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, DEFENDANTS had and continue to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials) to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, DEFENDANTS failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS untimely provide final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided and/or were not timely provided with all owed vacation pay and/or paid time off. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials).

Based on further information and belief, DEFENDANTS failed to timely provide all owed wages immediately upon discharge of employment. Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES experienced breaks in employment caused by DEFENDANTS whereby NON-EXEMPT AGGRIEVED EMPLOYEES would not be called in for work for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in violation of including but not limited to Labor Code section 201-202.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.¹⁰

Violation of Labor Code Section 208:

Labor Code Section 208 provides: Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.

Based on information and belief, DEFENDANTS have a policy and practice of failing to provide NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES who are terminated with their final paychecks at the place of discharge and/or of failing to provide NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES with their final paychecks at the office or agency of DEFENDANTS in the county where the work was performed, in violation of Labor Code Section 208.

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 9 (b). Furthermore, “for purposes of [section 2802], the term ‘necessary expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.”

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their

¹⁰ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145

California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

Further, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” *See* Cal. Lab. Code § 2804.

Based on information and belief, PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

Based on information and belief, DEFENDANTS shifted the costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for their business expenses including but not limited to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES’ personal cell phones/mobile devices, internet and/or data usage for work related purposes, including but not limited to, to receive and respond to work related messages and/or phone calls. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to receive and respond to work-related calls and/or messages from including but not limited to supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES regarding scheduling and/or other work tasks and/or were required to download and use work-related applications on their personal cell phones/mobile devices but were not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

For example, PLAINTIFFS were at times required to respond to work-related calls and/or messages on their personal cell phones/mobile devices without receiving any reimbursement from DEFENDANTS for the business expenses PLAINTIFFS incurred in connection therewith, including but not limited to, increased data plan charges and/or other costs associated with using their personal cell phones/mobile devices for work.

Based on information and belief, DEFENDANTS failed to reimburse NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES for expenses associated with having to purchase and/or maintain their own uniforms/work clothing/work shoes/personal protective/safety gear and/or hand tools and/or equipment required to perform their assigned job duties.

For example, PLAINTIFFS had to purchase specific western-themed attire, including but not limited to, hats and/or boots and/or other uniforms/work clothing/work shoes/boots and/or safety/protective gear DEFENDANTS required PLAINTIFFS wear for work. However, DEFENDANTS failed to provide PLAINTIFFS with any reimbursement and/or full

reimbursement for the business expenses PLAINTIFFS incurred in being required to purchase and/or maintain DEFENDANTS' required uniforms/work clothing/work shoes/boots.

For example, PLAINTIFF NEILL was required to incur at least approximately a couple hundred dollars in business expenses as a result of DEFENDANTS' requirement she purchase specific western-themed attire and/or other uniforms/work clothing/work shoes/boots/protective/safety gear to wear for work, however, DEFENDANTS failed to provide PLAINTIFF NEILL with any and/or full reimbursement for these business expenses PLAINTIFF NEILL incurred in connection with being required to purchase and/or maintain DEFENDANTS' uniforms/work clothing/work shoes/boots/protective/safety gear .

Similarly, PLAINTIFF COLMENARES was also required to purchase specific western-themed attire and/or other uniforms/work clothing/work shoes/boots, however, DEFENDANTS failed to provide PLAINTIFF COLMENARES with any and/or full reimbursement for these business expenses.

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the business use of their personal vehicles, including mileage, wear and tear and/or cost of fuel when they were required to drive between DEFENDANTS' facilities/stores/warehouses/job sites, and/or otherwise use their personal vehicles in carrying out the duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at the legally mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

As explained above, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of using their personal phone for work related purposes and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal protective/safety gear and/or hand tools.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are supposed to be the responsibility of DEFENDANTS.

As a pattern and practice, DEFENDANTS regularly failed to reimburse and indemnify NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

As described herein, DEFENDANTS regularly failed to reimburse and indemnify PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for all reasonable expenses associated with carrying out their job duties. DEFENDANTS' failure to provide PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT

AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Unlawful Agreements/ Unlawful Criminal History Inquiries:

Unlawful Agreements

Labor Code section 432.5 provides that “no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements (including but not limited to, in violation of Labor Code section 232), unlawful commission/compensation agreements (including but not limited to, in violation of Labor Code section 2751, agreements misclassifying non-exempt employees as exempt and/or as independent contractors), unlawful releases and/or waivers (including but not limited to, unlawful meal period waivers universally signed as a condition of employment and/or devoid of right to revoke), unlawful forum selection clauses and/or choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

Labor Code section 432.6(a), provides that “a person shall not, as a condition of employment, continued employment, or the receipt of any employment-related benefit, require any applicant for employment or any employee to waive any right...”Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to sign meal period waivers that were universally signed as a condition of employment, including but not limited to, during the onboarding process. By requiring NON-EXEMPT AGGRIEVED EMPLOYEES to sign unlawful meal period waivers as a condition of obtaining and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these invalid waivers are otherwise unlawful under Labor Code section 432.6.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES agree in writing to unlawful provisions as a condition of employment, DEFENDANTS violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, DEFENDANTS asked NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, DEFENDANTS, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about

convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, DEFENDANTS violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, DEFENDANTS violated California's Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA "...is a representative action on behalf of the state" *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee's right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 ("We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.")

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee's individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 ("There is no individual component to a PAGA action because 'every PAGA action ... is a representative action on behalf of the state.'")

Upon information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree, in writing, to an unlawful PAGA waiver, DEFENDANTS required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES continue to be subject to various unlawful provisions as a condition of employment.

Conclusion

DEFENDANTS have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties PLAINTIFFS and other NON-EXEMPT

AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code. Alternatively, PLAINTIFFS requests that the agency inform PLAINTIFFS if it does not intend to investigate these violations so that PLAINTIFFS may file a lawsuit with respect to the allegations discussed in this NOTICE.

If the LWDA elects not to take any action with respect to any of the foregoing claims, PLAINTIFFS will seek these penalties in a civil action, on behalf of PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of DEFENDANTS within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Kiara Bramasco, Esq.
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 866.276.7637
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,



Kiara Bramasco, Esq.
CROSNER LEGAL, PC



Manny Martinez <manny@crosnerlegal.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "prelit@crosnerlegal.com" <prelit@crosnerlegal.com>

Fri, Feb 16, 2024 at 4:25 PM

2/16/2024

LWDA Case No. LWDA-CM-1011577-24
Law Firm : Crosner Legal, PC
Plaintiff Name : Arion Neill, Dave Colmenares
Employer: Boot Barn, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 6



Mathew Adame <mathew@crosnerlegal.com>

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: mathew@crosnerlegal.com

Mon, Dec 8, 2025 at 2:42 PM

12/08/2025 02:42:01 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 7