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on behalf of the State of California and all Aggrieved Employees  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

EUGENE LAWSON, MARY CRAWFORD,  
MCHARITY THOMAS, and MISHIEL  
HARRISON, individually and on behalf of  
the State of California and all Aggrieved  
Employees,

Plaintiffs,

v.

CAVA GROUP, INC., a Delaware  
Corporation; CAVA MEZZE GRILL, LLC,  
a Maryland Limited Liability Company;  
CAVA HOLDING COMPANY; ZOE'S  
KITCHEN USA, LLC; and DOES 1-100,  
inclusive,

Defendants.

Case No.: 24STCV16024

**DECLARATION OF CHARITY  
THOMAS**

**Date: September 23, 2025**

**Time: 10:30 a.m.**

**Dept.: SSC-1**

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Attorneys for Plaintiff MISHIEL HARRISON

I, CHARITY THOMAS, declare as follows:

2. I am a former employee of Defendants Cava Mezze Grill, LLC, and Cava Group, Inc. (“Defendants”). I worked for Defendants as a Culinary Lead from approximately April 2024, to June 2024 at their Century City location. During my employment with Defendants, I was classified as a non-exempt employee and paid on an hourly basis.

4. After speaking with my attorneys, I agreed file my lawsuit and to serve as a class representative and PAGA representative in my initial action. I was aware that serving as class and PAGA representative could involve additional work including potentially having my deposition being taken and participating in discovery. I understood it was my responsibility to vigorously

1 prosecute this case to obtain recovery of damages and penalties for the other class members and that  
2 I would have additional duties and obligations, such as responding to written discovery, assisting  
3 my attorneys, traveling and participating in the case when needed, and monitoring the progress of  
4 the case. I still agreed to serve as class and PAGA representative in order to recover missing wages  
5 on behalf of others as well as myself.

6         5.       Since becoming involved in this matter, I have spent significant time meeting with  
7 my attorneys at Protection Law Group, LLP regarding the case and fulfilling my responsibilities as  
8 a class and PAGA Representative. As the case moved forward, I have had several extensive  
9 conversations with my attorneys, during which I provided substantial information regarding  
10 Defendants' policies, practices, and procedures, as well as my own experiences working for  
11 Defendants. At my attorneys' request, I searched for any documents I had been provided by  
12 Defendants including old wage statements, notes I'd taken regarding my employment, and any type  
13 of policy documents I had signed or been given and provided these to my attorneys.

14         6.       Throughout my involvement in this case, I have routinely checked in with my  
15 attorneys and their staff to monitor the status of the case. I had several additional phone call with  
16 my attorneys throughout the case and attempted to respond promptly whenever my attorneys  
17 contacted me or needed additional information. In addition, I assisted my attorneys in preparing for  
18 the global mediation of my lawsuit along with the three other related actions, answered questions  
19 during the course of mediation, and discussed issues related to the settlement of this action.

20         7.       When the case settled, I reviewed the Settlement Agreement and discussed its terms  
21 with my attorneys. I still agreed to continue as one of the proposed PAGA Representatives in the  
22 *Lawson* Action and kept in contact with my attorneys throughout the settlement process and  
23 provided additional information when my attorneys reached out to me. I will continue to actively  
24 participate in this lawsuit and monitor the case until it is finalized.

25         8.       I believe i took on a substantial risk in agreeing to serve as the PAGA Representative,  
26 despite being made aware that there was no certainty regarding the outcome of the case or how long  
27 it would take to recover the wages and penalties owed to myself, the State of California and the  
28 other aggrieved employees.

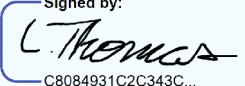
1           9.       Although i was concerned about being the PAGA representative in a public lawsuit,  
2 I decided to put my own interest aside and bring forth a lawsuit that would be beneficial to the State  
3 of California, and the aggrieved employees. I have not yet suffered any adverse consequences as a  
4 result of this lawsuit, but neither have I yet received any benefit for representing the State of  
5 California, or the Aggrieved Employees, or for the help I provided my attorneys.

6           10.     I believe that I have done everything that my attorneys have asked of me and have  
7 tried, to the best of my ability, to represent the State of California, and the Aggrieved Employees. I  
8 think my efforts helped get the result obtained in this case.

9           11.     I believe that the proposed settlement obtained on behalf of the State and other  
10 aggrieved employees is excellent in view of the issues and risks involved with the case.

11           I declare under penalty of perjury under the laws of California that the foregoing is true and  
12 correct. Executed on 8/26/2025, at Los Angeles, California.

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Signed by:  
  
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CHARITY THOMAS