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Attorneys for Plaintiffs CATALINA PALACIOS and RUBY RODRIGUEZ and all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CATALINA PALACIOS, an individual; RUBY
RODRIGUEZ, an individual; on behalf of
themselves and all others similarly situated and
the general public,

Plaintiffs,

vs.

WOODCRAFT RANGERS, a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV16531

[Assigned for All Purposes to:
The Hon. William F. Highberger, Dept. SS10]

**DECLARATION OF PLAINTIFF AND
CLASS REPRESENTATIVE CATALINA
PALACIOS IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 26, 2026
Time: 3:00 PM
Dept: 10

1 I, CATALINA PALACIOS, declare as follows:

2 1. I am over the age of eighteen and am a Class Representative Plaintiff in the matter
3 *Palacios et al. v. Woodcraft Rangers*. The foregoing is based upon my personal knowledge and,
4 if called as a witness, I could and would competently testify thereto.

5 2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval
6 of Class Action Settlement.

7 3. I was previously employed by Defendant from 2022 to 2023 and worked in
8 California as a site coordinator. During my time working for Defendant, I was subjected to the
9 same wage and hour policies and practices that are at issue in this case, including the
10 Defendant's practice of failing to pay employees all wages owed, failing to provide meal periods,
11 failing to authorize and permit rest periods, failing to provide accurate wage statements, and
12 related issues.

13 4. Since the beginning of this case, I have been closely involved in assisting my
14 attorneys with prosecuting this action and have done so diligently and aggressively since I filed
15 the Complaint in 2024. Prior to getting involved in this case, I spoke with my attorneys for many
16 hours to understand the nature of the case and shared with my attorneys the wage and hour
17 violations that I experienced at Defendant. Before becoming involved in the case, I also spent
18 several hours acquainting myself with my duties and obligations as a class action representative,
19 and my role in prosecuting this case against Defendant.

20 5. After I became involved in this case, I assisted my attorneys in reviewing and
21 understanding the documents exchanged in discovery. I reviewed many of Defendant's payroll
22 records and policy documents with my attorneys and answered my attorneys' questions relating
23 to those documents.

24 6. On July 24, 2025, the parties attended an all-day Mediation, and I made myself
25 available that day to answer any questions that my attorneys had for me. I spoke with the
26 attorneys about the factual disputes that were raised at the Mediation, and discussed the
27 settlement alternatives offered at the Mediation.

1 7. After the Mediation, as the parties were negotiating the settlement documents, I
2 stayed in communication with my attorneys throughout this time period. Since the parties
3 reached agreement on settlement, I have communicated with my attorneys regarding the
4 settlement terms, and spent many hours reviewing the lengthy settlement agreement, and
5 ensuring that the settlement agreement is fair to all class members.

6 8. As detailed above, I actively participated in all stages of litigation and have been
7 continuously apprised of all aspects of this case.

8 9. I have been diligent, and I believe I acted above and beyond that which was
9 expected of me as a Class Representative throughout all stages of the litigation, up to and
10 including the settlement of this Class Action. I understand and agree to my fiduciary obligations
11 and responsibilities as a class representative, and I have agreed to act in the best interests of the
12 class in pursuing the claims alleged in this case. I also have no claims that are antagonistic to the
13 class, as my interests are aligned with all other class members to obtain the best possible
14 resolution for the class.

15 10. I believe that the Class Action Settlement and PAGA representative settlement in
16 the gross amount of \$600,000 obtained on behalf of the class is reasonable in view of the
17 complex and varied issues involved with the case, as well as my understanding of Defendant's
18 financial resources to fund such a settlement. I took into consideration the strength and
19 weakness of the various claims for all employees and along with my attorneys agreed to the
20 settlement. I was prepared to sit for trial, if necessary. I strongly support the settlement in this
21 matter. When I was contemplating settlement, I always kept the best interests of the class and
22 the aggrieved employees in mind over my own and I was not willing to settle the matter until I
23 felt it was in the best interests of all class members and aggrieved employees.

24 11. In addition to performing work on this matter, I assumed a substantial risk in
25 serving as a class representative if the Defendant prevailed in this case. My willingness to
26 assume the financial risk was and is significant. Although I was confident in the merits of this
27 lawsuit, I do not have any savings to speak of, and bringing this lawsuit was a serious
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commitment on my behalf and exposed myself to considerable risk. My attorneys have advised me that California law provides that the losing party must pay the prevailing party's costs. As such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my capacity as Class Representative and pursue all claims against Defendant.

12. I am also providing a general release of all claims, even though I believe I may have been able to pursue discrimination and harassment claims for my treatment by Defendant. Moreover, if any future employer performs a Google search of my name, they will see that I have sued a former employer, which may affect my future employment possibilities. Notwithstanding that, I am releasing all claims against Defendant, and decided to represent the interests of other employees affected by Defendant's wage practices.

13. Given the above, I believe a \$7,500 enhancement fee and general release payment is appropriate, and fair and reasonable in this case.

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

Executed on March 31, 2026, in the City of Kyle, State of Texas.

DocuSigned by:

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 Catalina Palacios