Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

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**

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| CATALINA PALACIOS, an individual; RUBY RODRIGUEZ, an individual; on behalf of themselves and all others similarly situated and the general public,<br><br>Plaintiffs,<br><br>vs.<br><br>WOODCRAFT RANGERS, a California corporation; and DOES 1 to 100, inclusive,<br><br>Defendants. | Case No. 24STCV16531<br><br>[Assigned for All Purposes to: The Hon. William F. Highberger, Dept. SS10]<br><br>**DECLARATION OF AARON A. BARTZ IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**<br><br>Date: December 15, 2026<br>Time: 1:30 p.m.<br>Dept: 10 |

## DECLARATION OF AARON A. BARTZ

I, Aaron A. Bartz, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Bartz Law Group APC, and am Class Counsel for the Plaintiffs herein. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

2. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice and Amendment to the Settlement Agreement ("Settlement Agreement") is collectively attached hereto as **Exhibit 1**.

## FACTUAL BACKGROUND AND PROCEDURAL HISTORY

3. This case arises out of wage and hour violations by Defendant Woodcraft Rangers ("Defendant") against its non-exempt hourly employees who worked in California from July 2, 2020 through September 22, 2025. Plaintiffs Catalina Palacios and Ruby Rodriguez (collectively, "Plaintiffs") worked for Defendant from 2021 to 2023 as site coordinators, and worked within California during the class period.

4. On April 23, 2024, Plaintiff Catalina Palacios served a Private Attorneys General Act (PAGA) letter, alleging various Labor Code violations, including, among other things, failure to pay all wages, failure to provide meal and rest periods, paystub and waiting time penalties. A true and correct copy of Plaintiff Catalina Palacios' PAGA letter served on April 23, 2024 is attached hereto as **Exhibit 2**.

5. Thereafter, on July 2, 2024, Plaintiffs filed a class action and PAGA Complaint against Defendant in the Los Angeles Superior Court, alleging similar claims. A true and correct copy of Plaintiffs' Complaint is attached hereto as **Exhibit 3**.

## PRELIMINARY APPROVAL AND NOTICE TO CLASS MEMBERS

6. The parties in this case have reached a proposed $600,000 non-reversionary Settlement in this class action case. On August 28, 2026, this Court granted Preliminary Approval

of the parties' Settlement. Attached as **Exhibit 4** is a true and correct copy of the Court's Order Granting Preliminary Approval ("Order").

7. Pursuant to the Order, on September 28, 2026 the settlement administrator Xpand Legal ("Xpand"), mailed the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Settlement Notice") to the 4008 class members.

8. Prior to sending out the Settlement Notice, Xpand analyzed the class member data provided by Defendant, and calculated the number of class members and workweeks. Upon information and belief, Defendant further provided Xpand with the names, last known addresses, and social security numbers for the class members based upon Defendant's employment records. After receiving the relevant contact information, Xpand accessed the National Change of Address ("NCOA") database and updated the addresses provided by Defendant.

9. The settlement fund is all in (except for the employer's share of payroll taxes, which Defendant shall pay in addition to the $600,000 settlement), there is no claim form requirement, and no residual will revert to Defendant. No class members have opted out or objected to the settlement, so settlement checks will be distributed to all class members. In the event a class member does not negotiate (cash) his or her settlement check, the claims administrator shall distribute the unclaimed funds to the California State Controller's Unclaimed Property Fund. The average payment to each class member is approximately $83.

## SUMMARY OF SETTLEMENT

10. After filing Plaintiffs' Complaint and meeting and conferring thereafter, the parties agreed to stay formal discovery, in order to pursue the possibility of early resolution. As such, the parties thereafter engaged in informal discovery to evaluate the class and PAGA claims.

11. To that end, Defendant produced extensive time and payroll records, and Excel spreadsheets with thousands of lines of data for the class.

12. Thereafter, Class Counsel and their retained expert analyzed the payroll and related wage data and created a damages model for the various claims alleged in the case. Based

upon the analysis of the time records and payroll data, Class Counsel was able to calculate damage estimates on a class-wide basis.

13. Class Counsel also reviewed Defendant's published 990 tax forms, and related records related to Defendant's financial condition. Despite the 990 tax forms showing several million dollars in cash, Defendant's payroll requirements encompass the vast majority of such cash, in that the payroll is approximately $1.25 million every two week period. As such, a larger settlement could very well tip Defendant over the edge into insolvency. Moreover, given Class Counsel's past experience in prosecuting actions against non-profit corporations, the cash-on-hand is subject to certain donor restrictions, and can be used only for their designated purpose, not litigated settlements or expenses. As such, Defendant's financial condition was very real, and an impediment to any class action recovery here.

14. The parties attended Mediation in this matter after they had sufficient data and documents to evaluate the claims in this case. On July 24, 2025, the parties attended a full-day Mediation before experienced wage and hour mediator, Steven G. Mehta, Esq. After an all-day mediation, the parties thereafter reached a settlement, resulting in the Long Form Settlement Agreement entered into in January 2026.

15. The class members entitled to the settlement fund include all non-exempt current and former employees who worked in California for Defendant from July 2, 2020 through September 22, 2025. There are approximately 4,008 class members according to Defendant's employment records.

16. The settlement fund is all in (except for the employer's share of payroll taxes, which Defendant shall pay in addition to the $600,000 settlement), there is no claim form requirement, and no residual will revert to Defendant. Class members will be paid as long as they do not opt out of the settlement. If a Settlement Class Member opts out, their share of the Net Settlement Amount will be allocated to other members of the Settlement Class. In the event a class member does not negotiate (cash) his or her settlement check, the settlement administrator shall distribute the unclaimed funds to the California State Controller's Unclaimed Property Fund.

17. The payment to the Settlement Class Members will be characterized by ninety percent interest and penalties, and ten percent wages. The class administrator will issue W-2 statements for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and interest.

18. Based upon Class Counsel's independent analysis and investigation in this matter, the Settlement Class will be compensated based on each member's respective number of workweeks worked during the Class Period. Defendant calculates that the total number of workweeks is 218,756.

19. Based on the settlement terms, there will be an approximate net settlement fund of **$334,126**. In exchange for their payment, the class will release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in Action, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/ or other provisions of law as set forth in the Settlement Agreement at Paragraphs 5.2 and 5.3. The named Plaintiffs will, in addition to releasing claims alleged in the lawsuit, give a general release of all claims pursuant to Civil Code section 1542 as set forth in Section 5.1 and 5.1.1.

20. The parties further agree to appoint an experienced claims administrator, Xpand Legal Consulting, LLC ("Xpand") to prepare and send notice to the class, receive and process objections, and prepare and mail settlement checks to Settlement Class Members. The claims administrator will conduct skip-tracing for any Settlement Class Member whose addresses cannot be found.

21. The all-in settlement fund will also include all of the attorneys' fees and costs allowed by this Court. The attorneys' fees shall not exceed one-third of the $600,000 settlement fund, or $200,000. Defendant will also pay class counsel's costs, not to exceed $20,000, as well as settlement administration costs not to exceed $24,000, out of the common fund.

22. The PAGA allocation of the settlement is $10,000, of which $7,500 (75%) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining

portion - $2,500 (25%) - going to PAGA Members (all allegedly aggrieved persons who worked for Defendant at any time from April 23, 2023 through September 22, 2025).

23. The settlement also includes Plaintiffs' class representative enhancements. Based on Plaintiffs' work in connection with this case, including connecting Class Counsel with other witnesses, meeting and conferring with Class Counsel regarding legal strategies, and assisting with developing the claims and theories in this case, Plaintiffs seek $7,500 to each class representative, totaling $15,000.

24. In summary, the settlement fund is allocated as follows:

(1) A net settlement fund of approximately $334,126.

(2) Attorney's fees and costs: Up to one-third of the gross settlement, i.e., $200,000 in attorneys' fees and not to exceed $16,873.57 in costs.

(3) Settlement administrator expenses of $24,000.

(4) PAGA payment to the LWDA: $7,500, and $2,500 for individual PAGA payments.

(5) Class representatives enhancement of $7,500 for each named Plaintiff, totaling $15,000.

**NATURE OF CLAIMS**

25. The operative Complaint alleges claims for 1) Failure to Pay All Wages and related penalties; 2) Waiting Time Penalties; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Proper Rest Periods; 5) Failure to Properly Maintain and Submit Itemized Wage Statements; 6) Unfair Business Practices; (7) Failure to Reimburse Necessary Business Related Expenses and Costs; and 8) Violation of Labor Code § 2699 (PAGA). Plaintiffs further allege that they and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among other remedies.

Pursuant to *Kullar v. Footlocker Retail Inc*., 168 Cal. App 4th 116, 118 and *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794, the following describes the settlement's reasonableness. Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals.

Plaintiffs have also taken into account the uncertainty and risk of denial of motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation, as well as Defendant's precarious financial condition.

Plaintiffs have determined that the settlement is a fair, adequate and reasonable settlement and is in the best interests of the Class Members. Plaintiffs estimate that the reasonable exposure and the reasonable settlement value for each of the alleged claims are as follows:

**a. Overtime/Off-the-Clock Wage Violations**

California Labor Code § 510(a) and the IWC Wage Orders regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee. Defendant fails to pay all wages owed in numerous respects.

***First***, Plaintiffs allege that Defendant fails to pay the full amount of overtime and sick pay wages due because Defendant miscalculates the regular rate, by among other things, failing to properly include items of remuneration when determining the employees' regular rate. Plaintiffs contend that Defendant fails to incorporate employees' bonuses earned by the class members. It is undisputed that such amounts must be added to an employees' compensation when calculating the regular rate. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 869 (2021) (a bonus earned for weekend work . . . was "part of an employee's overall compensation package, and therefore ... its per-hour value must be determined so that the employee's regular rate of pay — and, derivatively, the employee's overtime pay rate — reflects all the various forms of regular compensation that the employee earned in the relevant pay period"). Also, Plaintiffs allege that Defendant fails to pay sick time at the regular rate of pay, instead, paying that time at the base rate of pay. Sick time must be paid "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time." Labor Code § 246, subd. (l)(1).

***Second***, Plaintiffs allege that Defendant fails to pay all wages because Plaintiffs and other class members are forced to work off-the-clock hours prior to and after their shifts with time spent planning school activities, field trips, day camps and sleep-over camps, supervising children routinely waiting to be picked up by parents, responding to text messages, phone calls and emails from supervisors, as well as attending to the necessary paperwork related to all of these activities. This culture of applying pressure to make Plaintiffs and the class members work off-the-clock is further evidenced by Defendant's formal, written policy which requires its employees to arrive 10 minutes early prior to the beginning of their shifts. As such, Plaintiffs contend that Defendant regularly and routinely failed to pay Plaintiffs and the class members all wages owed, including minimum wage and overtime compensation. Off-the-clock time is compensable when an employer knows or should have known the employees are working off-the-clock time. *See Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 585 (2000).

***Last***, Plaintiffs allege that they were paid a stipend of $550 to work a total of two weeks as camp counselors at sleep-away camps run by Defendant. Pursuant to California Labor Code § 1182.4(a), a "camp counselor" must receive a "weekly salary" of at least "85 percent of the minimum wage for a 40-hour week." The $550 stipend paid to Plaintiffs and other class members falls short of the required minimum payment, and the $550 is characterized by Defendant as a stipend, not a salary. Because Plaintiffs and the class members are required to supervise students on a virtual 24-hour basis, Plaintiffs allege that Defendant has failed to pay Plaintiffs and the class members for all wages owed under this separate and independent theory.

Defendant contests each and every one of Plaintiffs' allegations. Defendant contends that all bonus payments were discretionary, and therefore the regular rate of pay was compensated properly. Defendant also contends that it had a strict off-the-clock policy and Plaintiffs and class members did not work off the clock. Moreover, Defendant alleges that its camp counselors were all paid in strict accordance with California law.

Class Counsel and their expert analyzed payroll and time records for the class members and calculated that the total estimated verdict value for the regular rate and failure to pay all wages claim is approximately $4.6 million. Class Counsel assumed 1 hours per week of unpaid

hours, and applied an overtime violation value based on payroll records for the class, including pay period counts per year, and a weighted average rate of pay. Based on the defenses alleged, the off-the-clock claims, testimony from Plaintiffs and class members, the fact that documented evidence of such violations is scant, and Defendant's financial condition, Plaintiffs placed a reasonable settlement value of the overtime/off-the-clock wage claim at five percent of the total verdict value, or **$230,000**.

**b. Meal and Rest Period Claims**

i. Meal period liability and damages

Plaintiffs contend that Defendant failed to provide Plaintiffs and class members with a duty-free 30-minute meal period for every five hours of work as is required by Labor Code § 512 and the applicable IWC Wage Order(s) and in violation of *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). Failure to provide a meal in accordance with the applicable Wage Order(s) results in payment by the employer of one additional hour of pay at the employee's regular rate of pay for each workday that the rest or meal period is not provided. (Labor Code § 226.7.)

In *Brinker, supra*, the California Supreme Court held that "under ... Labor Code § 512, subdivision (a), an employer must relieve the employee of all duty for the designated period, but need not ensure that the employee does no work" during the meal period. *Id.* at 1034. However, "...an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. *Cicairos v. Summit Logistics, Inc.*, 133 Cal.App.4th 949, 962–63 (2005); *see also Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286, 1304–05 (2010) [proof of common scheduling policy that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625, 638 (S.D.Cal.2010) [indicating informal anti-meal-break policy "enforced through 'ridicule' or 'reprimand'" would be illegal].) Defendant also cannot create "incentives to forego, or otherwise encourage[] the skipping of legally protected breaks." *Brinker, supra*, 53 Cal.4th at 1040.

Moreover, when time records show short, missed, and late meal periods, there is a presumption that an employer violated California's meal period requirements. *See Donohue v.*

*AMN Services, LLC*, 11 Cal.5th 58, 78 (2021) ("If time records show noncompliant meal periods, then a rebuttable presumption of liability arises.")

Here, Plaintiffs contend that they and other class members' meal periods were routinely either late, on duty, or never provided at all. Due to the nature of their work, if Plaintiffs and the class members received a timely meal or rest period, such periods were never relieved of all work duties as evidenced by Defendant requiring them to carry walkie-talkies during their shifts Plaintiffs also contend that they and the class members were also forced to remain on the premises and continue to act in their capacities in supervising students, communicating with parents and/or school administrators and attend to their work duties. Hence, Plaintiffs and other class members were unable to be relieved at all from duty at any time during their workday.

Defendant denies Plaintiffs' allegations, and contends that Plaintiffs were always relieved of their duties during meal periods, and when they were not, Defendant paid meal period premiums. Defendant further alleges that it had compliant meal period policies, and that if Plaintiffs or other class members missed their meal periods, they voluntarily did so.

Class Counsel and their expert calculated the maximum verdict value of the meal break claim to be approximately $2.9 million. This calculation is based on a unique violation rate of approximately 31% violation rate as calculated by Class Counsel and their expert. Accordingly, Class Counsel determined a total violation rate for the class members, and average rate of pay based on the payroll data for the class. Based on discussions with Plaintiffs, reviewing the various payroll records and policies, and the defenses raised, the fact that the records showed substantial meal period premiums paid, along with Defendant's financial condition, Plaintiffs believe they had a ten percent probability of recovering all of these damages. Accordingly, Plaintiffs contend the reasonable exposure of the meal break claim is approximately **$290,000**.

ii Rest period liability and damages

Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However,

a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

Section 12(B) of the IWC Wage Order(s) states: "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 workday that the rest period is not provided." Moreover, during rest periods, "employees must not only be relieved of work duties, but also be freed from employer control over how they spend their time." *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an employer adopts common policies that prevent employees from taking their rest breaks, it presents a common factual issue by which liability may follow. *See Jaimez v. Daiohs USA, Inc.*, 181 Cal.App.4th 1286, 1304 (2010). Indeed, "[t]he wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks." *Brinker, supra*, 53 Cal.4th at 1040.

Plaintiffs contend that Defendant's rest period practices are unlawful under California law and that Defendant did not authorize or permit Plaintiffs or the class members duty-free rest periods. ***First***, Plaintiffs allege that they were never afforded a rest break at any time during their work shifts. However, even if any rest periods were provided, such rest periods were always on duty as evidenced by Defendant's own company policy which required them to carry walkie-talkies with them "at all times" during their shifts. Plaintiffs and the class members were also forced to remain on the premises and continue to act in their capacities in supervising students, communicating with parents and/or school administrators and attend to their work duties, which is "irreconcilable with employees' retention of freedom to use rest periods for their own purposes. *See Augustus, supra,* 2 Cal.5th at 270.

***Second***, Defendant's record sampling reflected that no premium payments were attributed to any rest period violations. A complete lack of premium pay "would require perfection or, more likely, a 'deep, system-wide error' in failing to pay such premiums." *In re Tea Station Inv.*, 2021

Bankr. LEXIS 2985, at *22 (C.D. Cal. Oct. 26, 2021). In *Safeway v. Superior Court* (2015) 238 Cal. App. 4th 1138, 1153, the Court counseled against arguments that are based on human perfection.

Defendant, on the other hand, contends that Defendant's rest period policies and practices were lawful and in compliance with California law. Defendant further contends that Plaintiffs and the class members were provided numerous breaks throughout the day to more than comply with California's rest period requirements.

Class Counsel assumed a 100% violation rate for all shifts by class members of 3.5 hours or more. Based on that assumption, Class Counsel calculated total violations across the class, multiplied by an average rate of pay for the class members. As such, Class Counsel calculated the maximum verdict value of the rest period claims to be approximately $16 million. Based on the difficulty of proving rest period violations on a class wide basis, the lack of objective evidence proving such violations, the dearth of evidence that class members actually had to carry walkie-talkies on theirs shifts, and Defendant's financial condition, Plaintiffs believe they had a five percent chance of recovering all of the rest period damages. As such, Plaintiffs believe the reasonable exposure of the rest break claim is approximately **$805,000**.

**c. Waiting Time Penalty**

The waiting time penalty claim is purely derivative. Class Counsel analyzed the data to find that there are approximately 2,132 former employees included in the putative class that would be eligible for the Labor Code §203 penalties. Class Counsel calculated the total verdict value at approximately $6.8 million. This amount was calculated by multiplying the average daily rate of pay during the statutory period by 30, which is the maximum number of days allowable as waiting time penalties under section 203, and then multiplying that by the total number of former employees. Plaintiffs further discounted the waiting time penalty claim based on risk and the fact that waiting time penalties are not awarded if a good faith dispute exists as to whether the wages were owing. Plaintiffs further discounted this claim based on Defendant's financial condition. Further, the class would have the burden of proving a "willful" withholding of wages. Plaintiffs considered that under Labor Code §203 there is only a penalty if "an

employer willfully fails to pay" all wages due to an employee upon separation. Willfulness does not exist if there is a "good faith dispute," in fact or law that wages were due, even if the employer's reasoning ultimately proves incorrect. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1204; 8 Cal. Code Regs. § 13520 ("A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.")

Once Plaintiffs determined the maximum reasonable exposure of the claim, Plaintiffs placed a settlement value of **$340,000** or approximately five percent of the reasonable exposure value, based upon the above discounts applied to the reasonable value of the claim.

**d. Paystub**

As to the paystub penalty, which is derivative of the other claims identified above, Class Counsel arrived at a maximum reasonable exposure of this claim of approximately $4.7 million. This figure was arrived at by assuming that each wage statement that was provided to the class members violated LC §226, and multiplying the number of pay periods during the statutory period by $50 for initial violations, and $100 for subsequent violations.

Defendant argues that, even assuming there are any violations, which they deny, derivative violations were minor and Defendant presented evidence of a good faith dispute as to any violation. *Hurst v. Buczek Enters., LLC* (N.D. Cal. 2012) 870 F.Supp.2d 810, 829 (no section 226 violation where the employer "makes a good faith claim" in its defense); *Harris v. Vector Mktg. Corp.* (2009) 656 F.Supp.2d 1128, 1146 (N.D. Cal. 2009) (the "employer did not knowingly and intentionally fail to provide itemized wage statements" where there was a "good faith dispute").

Based on the raised defenses, as well as the risk of certification and related risks of proving all violations, and Defendant's financial condition, Plaintiffs have placed a reasonable settlement value of **$235,000** or five percent of the reasonable exposure of the pay stub claim.

**e. Reimbursement**

Labor Code section 2802 provides, in pertinent part: "An employer shall indemnify his

or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. . .." The purpose of section 2802 is "to prevent employers from passing their operating expenses on to their employees." *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 562 (2007).

Plaintiffs and other class members contend that they were forced to often use their personal cell phones to communicate with supervisors and managers about work related matters and to respond to work calls, but Defendant failed and refused to reimburse Plaintiffs and the class members for the necessary and reasonable expenses for the use of their cell phones. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014) (finding that reimbursement for personal cell phone usage required when mandatory for performing one's job). As such, reasonable reimbursement was required. Additionally, Plaintiffs and the class members often incurred out-of-pocket expenses for purchasing student program activity materials for which they were not reimbursed.

Defendant contends that it provided reasonable reimbursement of $10 per pay period for cell phone usage, which it contends was more than adequate. Defendant further alleges that Plaintiffs were not required to incur any other expenses for work purposes during their employment.

Class Counsel and their expert calculate a total verdict value for this claim of approximately $2.4 million, calculated by multiplying the amount of reasonable expenses incurred per month ($50) by the total number of months during the class period. Based on the raised defenses, the fact that Defendant has an offset for paying cell phone reimbursement, as well as the risk of certification and related risks of proving all violations, and Defendant's financial condition, Plaintiffs have placed a reasonable settlement value of **$120,000** or five percent of the reasonable exposure of the pay stub claim.

**f. PAGA**

Plaintiffs contend that PAGA penalties are owed based on the numerous alleged Labor Code violations identified above. Once a PAGA violation is found, a court must award civil

penalties. *See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1211-1213. Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

Significantly, moreover, because it is an open question regarding the Defendant's liability, there is a very real possibility that a court would substantially reduce the penalties, even if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (reducing penalties from $2.8 million to $500,000 based on wage statement violations because to assess full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed on appeal).

Class Counsel calculated the reasonable PAGA penalties to be valued at approximately $17 million, which includes the stacking of penalties for numerous violations, as set forth above. Based on the uncertainty of recovery on Plaintiffs' claims, other defenses raised by Defendant, and Defendant's financial condition, Plaintiffs believe the PAGA claim's reasonable value is two percent of the total value, or approximately **$340,000**.

**g. Total Damage Exposure**[1]

Plaintiffs believe that the $600,000 settlement achieved in this case is good for the class members. Based upon a reasonable exposure value of $2,360,000, the settlement represents approximately 25% of that total value. Given the many defenses raised, the uncertainty of the certifiability of any class, and the risks of going to trial, and Defendant's financial condition, Class Counsel believe this settlement is a good result for all of the class members.

[1] The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair Competition claim is based upon the wage and hour violations, and adds an extra year of damages, and is included within the above analysis.

## ATTORNEY COMPETENCE IN CLASS ACTIONS

26. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058

b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701

c. *Casserly v. Randstad US,L.P.,et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)

d. *Crilly v. Micro Electronics, Inc*.
Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC

e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC

f. *Holsted et al. v. R.J. Noble Company et. al.*
Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC

g. *Piggue v. Chief Protective Services, Inc.*
Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC

h. *Walsh v. Pacific Bell Telephone Company*
Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC

i. *Woods v. JFK Memorial Hospital*
Riverside County Superior Court, No.: INC 1205209

j. *Ramirez et. al v. Titan Insurance of New Mexico*
Riverside County Superior Court, No.: RIC1211890

k. *DeSantos v. Jaco Oil Company*, et al.
U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT

l. *Duran v. Big 5 Corp.*
Los Angeles Superior Court, Case No. BC557154

m. *Sheahan v. Celtic Leasing Corporation, Inc.*
Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC

n. *Panusis v. Control4 Corporation*
United States District Court, Central District of California
Case No. SACV-16-1179-DOC

o. *Matthews v. Whelan Security of California, Inc.*
Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC

p. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*
Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC

q. *Wang v. Fountain Valley Regional Hospital*
Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC

r. *Skerl v. Sutter Bay Hospitals*
San Mateo Superior Court, No. 21-CIV-02057

s. *Rodriguez v. Travel Traders, Inc.*
Los Angeles Superior Court, Case No. 23STCV20804

t. *Franceschi v. Airport Appliance, Inc.*
Santa Clara Superior Court, Case No. 23CV421926

27. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming a lawyer in 1998, my practice has focused on complex litigation matters, and since 2010, complex employment law and wage and hour matters.

28. I am a member of the California State Bar, the Orange County Bar Association, and Los Angeles County Bar Association. I have an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 28+ year career, I have handled many successful employment law matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases, the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries in several class action lawsuits and other lawsuits involving complex legal and factual issues. For example, in 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which involved AT&T's leave policies, and settled for $16,800,000. Recently, in October 2023, I was also co-lead counsel in *Skerl v. Sutter Bay Hospitals*, in which final approval was granted for a

$12,000,000 settlement for health care workers who experienced wage and hour violations. I have also been involved in many other million and multi-million dollar verdicts and settlements over the years.

29. In addition to myself, Rex J. Phillips, an attorney with over 19 years of experience, also assisted me with the prosecution of this case. Mr. Phillips graduated with Honors from Glendale University College of Law, achieved a B.A. in English from California State Polytechnic University, Pomona, and has many years of experience prosecuting employment actions, including wage and hour class and representative actions. Moreover, Marcos Alberto Pena, an associate attorney, also assisted me with this case. Mr. Pena graduated from the University of Colorado at Boulder, with a B.A. in Economics, and received his law degree from Creighton University School of Law in 2018.

30. Also assisting Mr. Phillips, Mr. Pena and I in this case were our paralegals Nestor Mejia and Leanne Nguyen-Phuoc. Mr. Mejia has an AA from West Los Angeles College in Business Administration, and has many years of experience working on employment and wage and hour matters, including PAGA and complex class actions, for my firm and others within California. Ms. Nguyen-Phuoc obtained her BA in Criminology, Law and Society and her Paralegal Certification from UCI, and has worked on class actions and other complex cases since her inception with my firm.

**CLASS ENHANCEMENT**

31. Plaintiffs have assisted Class Counsel in their investigation by corresponding with Class Counsel to answer questions about their employment, as well as the working conditions of other employees. Plaintiffs also spent many hours conferring with Class Counsel both prior to and after initiating this litigation, assisted Class Counsel with interpreting the informal discovery produced by Defendant, and produced payroll and other employment records to assist Class Counsel in pursuing the claims in this case.

32. In this litigation, class representatives Catalina Palacios and Ruby Rodriguez have testified to their risks, time and effort incurred, the adverse consequences suffered, and the benefits received in this case. Significantly, by suing their former employer, this matter may give

rise to substantial reputation harm in the industry. A simple Google search reveals that Plaintiffs have filed a lawsuit against their former employer. Attached as **Exhibit 5** is a true and correct copy of a Google search of Plaintiffs performed on November 12, 2026.

33. Based on the above, and the Declarations of the Class Representatives Catalina Palacios and Ruby Rodriguez filed concurrently, I believe Plaintiffs Ms. Palacios and Ms. Rodriguez are each entitled to the requested service payment of $7,500. This totals an enhancement value of $15,000.

**ATTORNEYS' FEES, COSTS AND EXPENSES**

34. Plaintiffs are also requesting attorneys' fees not to exceed one-third of the settlement, or $200,000, and reimbursement of costs of $16,873.57. Class Counsel have achieved a good result, and believe that the percentage requested is fair and appropriate in this case, and all of the costs requested assisted in the prosecution of this case. Class Counsel submits concurrently attorneys' bills and costs with their motion for final approval. Class Counsel also have a written fee splitting agreement, and Plaintiffs have provided written approval for this fee split.

35. Additionally, Plaintiffs request that the Settlement Administrator, Xpand, be paid no more than $24,000 to administer the settlement. Attached as **Exhibit 6** is a true and correct copy of Xpand's not to exceed quote to administer this case.

36. To date, Class Counsel has billed more than 162 hours to this case, incurring attorneys' fees of more than $138,322. My firm Bartz Law Group APC has spent more than 129 hours on this case, and we expect to incur at least 15 additional hours between now and the final accounting of the settlement administration, communicating with the settlement administrator, communicating with putative class members about the settlement, preparing for and attending the final approval hearing, and administering the settlement. My billing rate is currently $1,025, but during prior years in this case was $925 and $850 an hour, and Rex Phillips' billing rate is $650 an hour, Marcos Pena's billing rate is $625 an hour, and paralegals Nestor Mejia and Leanne Nguyen-Phuoc, bill at a rate of $295 and $215 per hour, respectively. Attached as **Exhibit 7** is a true and correct copy of the attorneys' fees incurred by Bartz Law Group APC in

this case. My co-counsel at United Employees Law Group (UELG), Walter Haines, has a billable rate of $950 per hour. All of the fees incurred were reasonable and necessary in order to prosecute this case. I am familiar with the billable rates of other attorneys within the Southern California, having practiced here since 1998. Based upon my knowledge of other attorneys' rates, my firm's and my co-counsel's rates are well within reasonable market rates in Southern California, and generally modest when compared to other employment law attorneys with comparable experience. The above hourly rates do not reflect the risk premium associated with this contingency case.

37. Bartz Law Group APC has also incurred reasonable and necessary costs to prosecute this action totaling $15,555.47, including filing fees, mediation fees, and expert fees, among others. Attached as **Exhibit 8** are Bartz Law Group APC attorneys' costs incurred in connection with this case.

38. Class Counsel is requesting attorneys' fees of $200,000, or one-third of the gross settlement amount. Class Counsel's lodestar of more than $138,322 does not reflect the additional work that will need to be performed in this case to prepare for and attend the final approval hearing and to assist in administering the settlement. Pursuant to *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19 (2000), Class Counsel believes that the fee request in this case is fair and reasonable in view of the typical common fund attorneys' fees awards and similar California class action settlements. The fee multiplier in this case, approximately 1.45, is fully justified and reasonable in this case. That is my belief for a number of reasons, including:

a. Class Counsel took this case on a full contingency basis, and in doing so expected a risk enhancement if we prevailed.

b. Class Counsel's hourly rates do not reflect the risk associated with this being a contingency case.

c. As noted above, based on my experience these rates are reasonable and commensurate with prevailing market rates for attorneys of Class Counsel's experience, skill and expertise.

d. I know from experience that class action litigation is risky. Class action litigation is performed on a contingency basis (i.e., we only get paid if we recover for plaintiff and the class) and requires us to advance all litigation costs. This particular case involved a non-profit corporate entity, that raised financially risky issues. Moreover, when we took this case, we committed ourselves to fronting all the expenses through trial and appeal without any guarantee of repayment.

e. Based upon my experience, Class Counsel's current requested 1.45 multiplier is in line with other complex cases, including those within the wage and hour context.

39. Plaintiffs and Class Counsel have entered into a Joint Prosecution and Fee Sharing Agreement, and all Plaintiffs and counsel have signed the agreement. Bartz Law Group, APC is entitled to 62.5% of the attorneys' fees recovered in this case, and United Employees Law Group, PC is entitled to a 37.5% share.

40. Concurrently with the filing of this Motion, Plaintiffs have also transmitted all papers filed with this Court to the Labor Workforce and Development Agency/Department of Industrial Relations, by online submission, at its website located at https://dir.govfa.net/432.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on November 20, 2026, at Irvine, California.

//Aaron A. Bartz//
Aaron A. Bartz

# EXHIBIT 1

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# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between Plaintiff CATALINA PALACIOS and Plaintiff RUBY RODRIGUEZ ("Plaintiffs"), individually and on behalf of the other "Class Members" as defined herein, on the one hand, and Defendant WOODCRAFT RANGERS ("Defendant"), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

## 1. DEFINITIONS.

1.1. "Action" or "Class Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendant captioned *Catalina Palacios, et al. vs. Woodcraft Rangers,* Case No.: 24STCV16531, initiated on July 2, 2024, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Xpand Legal Consulting, LLC("Xpand"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

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" means all current and former non-exempt, hourly paid employees who worked for Defendant Woodcraft Rangers in California at any time during the PAGA Period.

1.5. "Class" or "Settlement Class" means all current and former non-exempt, hourly paid employees who worked for Defendant Woodcraft Rangers in California at any time during the Class Period.

1.6. "Class Counsel" means Aaron A. Bartz of Bartz Law Group, APC, and Walter Haines of United Employees Law Group, PC, who will seek to be appointed counsel for the Class.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's full name, last-known mailing address, Social Security number, start and end dates worked for Defendant during the Class Period and PAGA Period, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member 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.

1.11. "Class Notice" or "Class Notice Packet" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, the REQUEST FOR EXCLUSION FORM, and the OBJECTION FORM to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from July 2, 2020 through September 22, 2025.

1.13. "Class Representatives" means CATALINA PALACIOS and RUBY RODRIGUEZ, the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. "Class Representative Service Payment(s)" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means WOODCRAFT RANGERS, the named Defendant in the Action.

1.17. "Defense Counsel" means Alfred J. Landegger, Roxana E. Verano, and Evelyn Zarraga of LANDEGGER VERANO, ALC.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed or other judicial review is commenced, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $600,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below, and not including the employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments,

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Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "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 Payments, 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.

1.29. "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.

1.30. "PAGA Pay Period" means any pay period that an Aggrieved Employee worked for Defendant within the State of California as a non-exempt, hourly paid employee during the PAGA Period.

1.31. "PAGA Period" means the period from April 23, 2023 through September 22, 2025.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.33. "PAGA Notice" means Plaintiff Catalina Palacios' April 23, 2024 letter (and any amendments or supplements thereto) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties ($10,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($2,500.00) and 75% to LWDA ($7,500.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

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1.36. "Plaintiffs" means CATALINA PALACIOS and RUBY RODRIGUEZ, the named Plaintiffs in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of Class Action and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiffs' presentation of the same to Court.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means: Defendant, and any of its past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, executive-level employees, administrators, insurers, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week that a Class Member worked for Defendant within the State of California as a non-exempt, hourly paid employee during the Class Period.

## 2. RECITALS.

2.1. On July 2, 2024, Plaintiffs Catalina Palacios and Ruby Rodriguez commenced this Action (Case No. 24STCV16531) by filing a complaint alleging causes of action against Defendant Woodcraft Rangers for (1) Violation of California Business and Professions Code 17200, et seq.; (2) Failure to pay minimum and overtime wages; (3) Failure to timely pay wages during employment; (4) Failure to timely pay wages upon termination; (5) Failure to provide complete and accurate wage statements; (6) Failure to provide meal periods or pay premium pay; (7) Failure to provide rest periods or pay premium pay; (8) Failure to reimburse necessary business-related expenses and costs; and (9) claim for civil

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penalties pursuant to the Private Attorneys General Act (PAGA) (Cal. Labor Code §§2699 *et seq.*). The Complaint is the "Operative Complaint" in the Action. Defendant denies the allegations in the Operative Complaint in the Action and PAGA Notice, denies any failure to comply with the laws identified in the operative complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on April 23, 2024.

2.3. On July 24, 2025, the Plaintiffs and Defendant participated in an all-day mediation presided over by Steve Mehta, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, Plaintiffs' personnel files, including time and payroll records, the employee handbooks in effect during the Class Period, including policies and procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping policies, issuance of wage statements, and termination wages, a random sampling of approximately 20% of the payroll and time records for the Class Members, the number of putative Class Members, mix of current versus former employees, and the estimated number of workweeks, among other information. 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*").

2.5. The Court has not granted class certification.

2.6. Related Claims. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## 3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $600,000.00 and no more as the Gross Settlement Amount pursuant to Paragraph 4.3 below, and to separately pay Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay any portion of the Gross Settlement Amount (or any payroll 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. Notwithstanding the return of funds in the event that Court declines to grant Preliminary Approval and/or Final Approval of the Settlement, none of the Gross Settlement Amount will revert to Defendant.

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:

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3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $7,500.00 to each Class Representative (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, 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. Plaintiffs 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 thirty-three and one-third percent (33⅓%), which is currently estimated to be $200,000.00 and a Class Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. 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 or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Twenty Four Thousand Dollars ($24,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $24,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% 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. 90% of each

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Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and 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. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

3.2.4.2. 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $10,000.00 to be paid from the Gross Settlement Amount, with 75% ($7,500.00) allocated to the LWDA PAGA Payment and 25% ($2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 4,008 Class Members who collectively worked a total of 218,756 Workweeks, and 2,905 Aggrieved Employees who worked a total 65,547 PAGA Pay Periods as of September 22, 2025.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the

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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's employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 90 days after the Effective Date or 12 months after July 24, 2025, whichever comes later. Defendant's payment of the Gross Settlement Amount and Defendant's share of payroll taxes is contingent upon receipt of the Administrator's payment instructions. Defendant's payment obligations with respect to the Gross Settlement Amount and Defendant's share of payroll taxes shall be met upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount plus Defendant's share of employer payroll taxes, 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 Payments. 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. Any portion of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment not awarded to Plaintiffs' Counsel and the Class Representative Service Payments not awarded to the Class Representatives will be available to Class Members as part of the Net Settlement Amount.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 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 Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as 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

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Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 5 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 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. In addition to the Released Class Claims and Released PAGA Claims described below, each Plaintiff, individually and on behalf of their respective former and present spouses, representatives, insurers, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, occurrences, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Settlement Agreement. ("Plaintiffs' Release") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs each acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they 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.

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5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs each 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.**

5.2. Released Class Claims by Participating Class Members: All Participating Class Members and Plaintiffs, on behalf of themselves and their respective former and present representatives, insurers, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged based on the facts set forth in the Operative Complaint in the Action that arose during the Class Period including without limitation with respect to the following claims: (1) Violation of California Business and Professions Code 17200, et seq.; (2) Failure to pay minimum and overtime wages; (3) Failure to timely pay wages during employment; (4) Failure to timely pay wages upon termination; (5) Failure to provide complete and accurate wage statements; (6) Failure to provide meal periods or pay premium pay; (7) Failure to provide rest periods or pay premium pay; (8) Failure to reimburse necessary business-related expenses and costs; and (9) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and as set forth in Section 5.3 of this Agreement, 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.

5.3. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-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 all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged or reasonably could have been alleged in the Operative Complaint and the PAGA Notice, arising during or with respect to the PAGA Period ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall bar any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

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**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Representations. Defendant and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defendant and Defense Counsel are not aware of any potential conflicts of interest with the Administrator. Defendant further represents that, based on its records and available information, Spanish is the sole non-English language necessary to ensure that the Class Notice provides adequate notice to Class Members.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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, Defendant, or Defense Counsel; (v) signed declarations from Plaintiffs 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; (vi) a 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)), the operative complaint in the Action (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel's Declarations shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval 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

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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 Xpand agrees to serve as the Administrator and verified that, as a condition of appointment, Xpand 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, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payment to be issued to Aggrieved Employees, sending notices and translating same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendant comprising the Gross Settlement Amount and employer payroll taxes. 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. Tax Reporting. The Administrator will be responsible for calculating the applicable taxes and withholdings, including Defendant's employer payroll taxes owed on the Individual Class Payments, and for paying all taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue to Participating Class Members IRS Forms W-2 for the Wage Portions of the Individual Class Payments, IRS Forms 1099 for the Non-Wage Portions, and IRS Forms 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.

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. The Qualified Settlement Fund shall be established upon Preliminary Approval of the Settlement by the Court.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice Packet with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks and PAGA Pay Periods (if applicable) used to calculate these

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amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, and Social Security number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's

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determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. Aggrieved Employees may not opt out of the PAGA portion of the Settlement.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods may be reviewed by the Court. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. 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.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); and (b) the names of Class Members who have submitted invalid Requests for Exclusion.

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 5 court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests

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for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, Defendant estimated there were a total of 205,963 Workweeks for the period of July 2, 2020 to July 24, 2025 (i.e., as of the date the Parties participated in mediation). If the actual number of Workweeks for Class Members was greater than 110% of this estimate (i.e., the Workweeks exceed 226,559), then Defendant had the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above the 110% threshold (i.e., if there is an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the Class Period and PAGA Period on an earlier date at the Defendant's discretion in order to limit the covered workweeks to no more than 10% more than the estimate provided (i.e., to the last date on which the Workweeks do not exceed 226,559) in lieu of paying an increase to the Gross Settlement Amount ("Alternate End Date"). Defendant represents that the Escalator Clause has not been triggered, as there revised number of workweeks is 218.756 as of September 22, 2025, the end of the Class Period.

**9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant 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, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**10. MOTION FOR FINAL APPROVAL.** 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, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. 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 Motion for Final Approval.

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10.1. 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.

10.2. 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 Payments, 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.

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**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 a proposed amended judgment.

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## 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 Defendant that any of the allegations in the operative complaint in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant'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 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant 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 Defendant's defenses. The Settlement, this Agreement and 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. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant 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, Defendant 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.

12.3. 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.

12.4. 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.

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12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.

12.6. 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 Settlement 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.

12.7. 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.

12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant 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.

12.9. 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.

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

1211 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.

12.12. 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.

12.13. 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.

12.14. 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 Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and

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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 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15. 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.

12.16. 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.

12.17. 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:*
Aaron Bartz, Esq.
aaron@bartzlawgroup.com
BARTZ LAW GROUP
5151 California Avenue, Suite 10
Irvine, California 92617
Telephone No.: (949) 504-4413

Walter L. Haines, Esq.
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., Suite 63354
West Hollywood, California 90069
Telephone No.: (562) 256-1047
*To Defendant:*
Alfred J. Landegger, Esq.
Alfred@landeggeresq.com
Roxana E. Verano, Esq.
Roxana@landeggeresq.com
Evelyn Zarraga, Esq.
Evelyn@landeggeresq.com
LANDEGGER VERANO, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone No.: (818) 986-7561

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12.18. 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.

12.19. 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 pursuant to CCP section 583.330 upon the signing of this Agreement to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: 1/4/2026

PLAINTIFF CATALINA PALACIOS

DocuSigned by:
8142DAC0ECEB4BC...

Catalina Palacios,
Individually and as Class Representative

DATED: 12/24/2025

PLAINTIFF RUBY RODRIGUEZ

Signed by:
1BDA6B01EAB449A...

Ruby Rodriguez,
Individually and as Class Representative

DATED: _____

DEFENDANT WOODCRAFT RANGES

By: Julee B. Brooks, Chief Executive Officer

**APPROVED AS TO FORM:**

DATED: 12/23/2025

BARTZ LAW GROUP

Signed by:
EC5A3FE789D1423...

Aaron Bartz, Esq.
Thomas H. Schelly, Esq.
Counsel for Plaintiffs Catalina Palacios and Ruby Rodriguez

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DATED: _____ PLAINTIFF CATALINA PALACIOS

_____
Catalina Palacios,
Individually and as Class Representative

DATED: _____ PLAINTIFF RUBY RODRIGUEZ

_____
Ruby Rodriguez,
Individually and as Class Representative

DATED: 1/6/2026 DEFENDANT WOODCRAFT RANGES

DocuSigned by:
Julee B. Brooks
B016E6916EEC425...
By: Julee B. Brooks, Chief Executive Officer

**APPROVED AS TO FORM:**

DATED:_____ BARTZ LAW GROUP

_____
Aaron Bartz, Esq.
Thomas H. Schelly, Esq.
Counsel for Plaintiffs Catalina Palacios and Ruby Rodriguez

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DATED: January 7, 2026

UNITED EMPLOYEES LAW GROUP, PC

Walter Hines, Esq.
Counsel for Plaintiffs Catalina Palacios and Ruby Rodriguez

DATED: 12/23/25

LANDEGGER VERANO, ALC

Alfred J. Landegger, Esq.
Roxana E. Verano, Esq.
Evelyn Zarraga, Esq.
Counsel for Defendant Woodcraft Rangers

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# EXHIBIT A

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**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT**
**AND HEARING DATE FOR FINAL COURT APPROVAL**Catalina Palacios, et al. v. Woodcraft Rangers
Los Angeles Superior Court Case No.: 24STCV16531

***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 WOODCRAFT RANGERS ("Defendant") for alleged wage and hour violations. The Action was filed by Catalina Palacios and Ruby Rodriguez ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California at any time during the Class Period of July 2, 2020 through September 22, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California during the PAGA Period of April 23, 2023 through September 22, 2025 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked ____ workweeks during the Class Period and you worked ____ pay periods during the PAGA Period**. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge 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. 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period as described above, 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

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Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion notifying the Administrator, _____ ("_____") of your request to be excluded. 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 claims against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt-out of the Class Settlement.

**Defendant 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 claims against Defendant that are covered by this Settlement (Released Claims). |
| **You Can Opt-out of the Class Settlement but not the PAGA Settlement.**<br><br>**The Opt-out Deadline is _____.** | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a 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.<br><br>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below). |
| **Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.**<br><br>**Written Objections Must be Submitted by _____.** | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed 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, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice. |

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| | |
|---|---|
| **You Can Participate in the _____ Final Approval Hearing.** | The Court's Final Approval Hearing is scheduled to take place on _____. 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 Challenge the Calculation of Your Workweeks/Pay Periods.**<br><br>**Written Challenges Must be Submitted by _____.** | The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice. The Administrator will initially determine challenges to calculations of Workweeks/Pay Periods, but the Court may review the Administrator's decision. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, 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: BARTZ LAW GROUP, APC and UNITED EMPLOYEES LAW GROUP, PC ("Class Counsel"). Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant is represented by attorneys in the Action: LANDEGGER VERANO, ALC ("Defense Counsel").

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant 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 Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant 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 preliminarily approved the

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proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

(1) Defendant Will Pay $600,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement 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 California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement within 65 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

a) Up to $200,000.00 (33⅓% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

b) Up to $7,500.00 to each named plaintiff as Class Representative Service Payments (i.e. a total of $15,000.00) for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

c) Up to $24,000 to the Administrator for services administering the Settlement.

d) Up to $10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

(3) Net Settlement 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") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

(4) Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion."). The Wage Portion is

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subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Defendant 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, if applicable) 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.

(5) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class 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 deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. (https://www.sco.ca.gov/search_upd.html).

(6) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. 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 Defendant.

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

(7) 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

(8) Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and

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perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

(9) Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the "Released Class 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 Defendant or its related entities based on the Class claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following "Released Class Claims":

> All Participating Class Members and Plaintiffs, on behalf of themselves and their respective former and present representatives, insurers, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged based on the facts set forth in the Operative Complaint in the Action that arose during the Class Period including without limitation with respect to the following claims: (1) Violation of California Business and Professions Code 17200, et seq.; (2) Failure to pay minimum and overtime wages; (3) Failure to timely pay wages during employment; (4) Failure to timely pay wages upon termination; (5) Failure to provide complete and accurate wage statements; (6) Failure to provide meal periods or pay premium pay; (7) Failure to provide rest periods or pay premium pay; (8) Failure to reimburse necessary business-related expenses and costs; and (9) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and Released PAGA Claims being released by Aggrieved Employees, 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.

The "Released Parties" means: Defendant, and any of its past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, executive-level employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

(10) Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting any of the "Released PAGA Claims" against Defendant, 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 Defendant or its related entities based on the PAGA claims alleged in the Action and resolved by this Settlement.

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The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-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 all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged or reasonably could have been alleged in the Operative Complaint and the PAGA Notice, arising during or with respect to the PAGA Period. The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall bar any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

## 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(1) Individual Class Payments. The "Net Settlement Amount" is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, 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. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

(2) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of the PAGA Penalties ($2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

(3) Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via fax, email or mail. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

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(1) 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, if any.

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

**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 a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). 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 I 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. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____, at _____]. Objections must be postmarked no later than _____. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this deadline.

## 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 SS10, of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

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## 9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed Settlement Agreement and other approval papers, which are on file with the clerk of the Los Angeles Superior Court, 111 North Hill Street, Los Angeles, California 90012, and may also be reviewed online at https://www.lacourt.org/casesummary/ui/index.aspx. You may also call or email class counsel using the contact information listed below.

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

Settlement Administrator:
Name of Administrator
Mailing Address
Email Address
Telephone No.
Fax No.

Attorneys for the Plaintiffs and Settlement Class Members:
Aaron A. Bartz, Esq.
aaron@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

## 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 should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

## 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.

## PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH INQUIRIES.

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# AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to the Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Catalina Palacios and Ruby Rodriguez ("Plaintiffs") and Defendant Woodcraft Rangers ("Defendant"), parties to the original Agreement, and by their respective counsel.

It is agreed by all parties to the Agreement the following amendments shall be made to the original Agreement:

1. Section 8 of the Agreement is hereby amended as follows:

   8. **CLASS SIZE ESTIMATE**. Based on its records, Defendant represents that the total workweeks for the Class Period is 218,756.

2. 12.1 of the Agreement is hereby amended as follows:

   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 Defendant that any of the allegations in the operative complaint in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant'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, Defendant reserves the right to contest certification of any class for any reasons, and Defendant 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 Defendant's defenses. The Settlement, this Agreement and 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).

3. All other sections, terms, and conditions of the original Agreement shall remain unchanged, and in full force and effect.

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**IT IS SO AGREED:**

**"PLAINTIFFS"**

Dated: 8/15/2026

By: DocuSigned by: 8142DAC0ECEB4BC...
Plaintiff, Catalina Palacios

Dated: 8/16/2026

By: Signed by: 1BDA6B01EAB449A...
Plaintiff, Ruby Rodriguez

"**DEFENDANT"**

Dated: _____

By:_____
Defendant, Woodcraft Rangers
By: Julee Brooks, CEO

**APPROVED AS TO FORM**

Dated: 8/14/2026

By: Signed by: Aaron Bartz EC5A3FE789D1423...
Aaron A. Bartz
Walter L. Haines
Bartz Law Group, APC; United Employees Law Group, PC
*Attorneys for Plaintiffs*
CATALINA PALACIOS and RUBY RODRIGUEZ

Dated: _____

By: _____
Alfred J. Landegger, Esq.
Evelyn Zarraga, Esq.
Roxana E. Verano, Esq.
Landegger Verano, ALC
*Attorneys for Defendant*
WOODCRAFT RANGERS

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**IT IS SO AGREED:**

**"PLAINTIFFS"**

Dated: _____

By: _____
Plaintiff, Catalina Palacios

Dated: _____

By: _____
Plaintiff, Ruby Rodriguez

"**DEFENDANT**"

Dated: 8/17/2026

By: DocuSigned by: Julee B. Brooks B016F6816FFC425...
Defendant, Woodcraft Rangers
By: Julee Brooks, CEO

**APPROVED AS TO FORM**

Dated: _____

By: _____
Aaron A. Bartz
Walter L. Haines
Bartz Law Group, APC; United Employees Law Group, PC
*Attorneys for Plaintiffs*
CATALINA PALACIOS and RUBY RODRIGUEZ

Dated: 8/14/26

By: _____
Alfred J. Landegger, Esq.
Evelyn Zarraga, Esq.
Roxana E. Verano, Esq.
Landegger Verano, ALC
*Attorneys for Defendant*
WOODCRAFT RANGERS

# EXHIBIT 2

# *BARTZ LAW GROUP, APC*

5151 California Ave., Suite 100
Irvine, California 92617
(949) 504-4413
*aaron@bartzlawgroup.com*


April 23, 2024

**Notice Via Online Submission**

PAGA Administrator
California Labor and Workforce Development Agency

**Via Certified Mail (Return Receipt Requested)**

Woodcraft Rangers
c/o Darlington Ahaiwe
Agent for Service of Process
340 East 2nd Street, Suite 200
Los Angeles, California 90012

**Re:** ***PAGA Letter – Catalina Palacios v. Woodcraft Rangers***

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group represent Catalina Palacios and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment in California with Woodcraft Rangers ("Employer").

Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, 1198.5, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer provides after school programs, camps, and related learning programs for students in California. Plaintiff Palacios was employed as a non-exempt employee for Employer between 2022 and December 2023. Plaintiffs worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Palacios.

## A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Palacios and all other aggrieved employees all wages that they are owed, including overtime compensation, based upon Employer's policy and practice of failing to pay overtime compensation at the proper regular rate of pay, and for all hours worked. That is, Employer fails to properly calculate the regular rate of pay for Plaintiffs who are paid hourly wages plus other compensation. As a result of failing to calculate the regular rate properly, the overtime premium rate is not calculated properly such that the Employer does not pay the full 1.5 premium for overtime hours and do not pay the full 2 times premium when calculating the double time premium. Further, Employer underpays Plaintiffs for missed meal and rest periods

at the Plaintiffs' base rate as opposed to their regular rate, pursuant to *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858 (2021). As such, Employer is in violation of Labor Code §§ 226.7, 510 and 1194.

Employer further fails to pay all wages owed because Employer rounds Plaintiffs' hours in a non-neutral manner, such that Plaintiffs do not receive pay for all of their hours worked. Further, Plaintiffs must work off-the-clock, and Employer coerces Plaintiffs to perform work before clocking in, and after clocking out for the day.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs' all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

**B. Meal Breaks**

Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Because of Employer's policies and procedures, understaffing, and other reasons, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to complete their jobs before taking their required meal period. Moreover, Plaintiffs frequently have to work through their meal periods, and even when receiving their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to students, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

**C. Rest Breaks**

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Moreover, Employer imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were attending to students, disciplining Plaintiffs when they left students to take rest periods, and otherwise discouraging the taking of rest periods. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

**D. Failure to Reimburse Expenses**

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for company business, including responding to work calls and text messages on their personal cell phones, but Employer either fails and refuses to reimburse them for the usage of such cell phones, or grossly undercompensates them for the use of Plaintiffs' personal cell phones.

**E. Wage Statement Violations**

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

**F. Waiting Time Penalties**

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the correct regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

**CONCLUSION**

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Catalina Palacios and other aggrieved employees, provide written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

# EXHIBIT 3

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

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

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/02/2024 3:57 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

**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,

v.

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

Defendants.

Case No. 24STCV16531

CLASS ACTION

**COMPLAINT FOR:**

1. Violation of B&PC §17200, et seq.
2. Violation of Labor Code §§ 204, 510, 1194 and 1198;
3. Violation of Labor Code §§ 200, et seq.;
4. Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code §226;
5. Failure to Provide Meal Periods (Lab. Code §226.7);
6. Failure to Provide Rest Breaks (Lab. Code 226.7);
7. Failure to Reimburse Expenses (Lab. Code §2802);
8. Violation of Labor Code §§2698-2699 (PAGA).

**DEMAND FOR JURY TRIAL**

Plaintiffs CATALINA PALACIOS, RUBY RODRIGUEZ, and all other persons similarly situated, and the general public ("Plaintiffs"), hereby complain against Defendants WOODCRAFT RANGERS ("Woodcraft"); and DOES 1 to 100, inclusive (hereinafter Woodcraft and Does 1-100 are collectively referred to herein as "Defendants"), and on information and belief allege as follows:

## GENERAL ALLEGATIONS

## JURISDICTION

1. This is a civil action seeking recovery of unpaid wages, waiting time penalties, pay stub penalties, meal, and rest period premiums under California Labor Code §§ 510, 1194 et seq., 201 et seq., and 226.7. Plaintiffs, for themselves and on behalf of the general public, and all others similarly situated, bring an action for monetary damages for failure to pay wages as well as for restitution for Defendants' violations of Business and Professions Code (B&PC) §17200, et seq., including full restitution of all compensation retained by Defendants as a result of their unlawful, fraudulent and unfair business practices. Plaintiffs seek all available relief, including full restitution of all compensation retained by Defendants as a result of their unlawful, unfair business practices. Further, Plaintiffs seek injunctive relief under B&PC §17200, et seq.

## VENUE

2. Venue as to each of the Defendants is proper in this judicial district pursuant to California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts complained of herein occurred in the County of Los Angeles. Each defendant either owns, maintains offices, transacts business, has an agent or agents within the County of Los Angeles, or otherwise is found within the County of Los Angeles, and each defendant is within the jurisdiction of this Court for purposes of service of process.

## PARTIES

3. Plaintiffs Catalina Palacios and Ruby Rodriguez are individuals over the age of eighteen (18), and at all relevant times, were and are residents and citizens of California.

4. Plaintiffs are informed, believe, thereon allege that at all times mentioned

herein, Defendant Woodcraft is a California corporation. Defendant Woodcraft provides learning programs and services for students in Los Angeles, California.

5. Plaintiffs are informed and believe and thereon allege that at all times mentioned herein, Defendants are licensed to do business in the State of California, County of Los Angeles, and offering learning programs and services to students. Thus, each named defendant and DOES 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the Labor Code, as hereinafter alleged.

6. Plaintiffs are informed, believe, and thereon allege that Defendants Woodcraft and DOES 1 to 100 control and operate Woodcraft in locations within the State of California, including, but not limited to, the County of Los Angeles. Thus, each named defendant and DOES 1 to 100 are subject to B&PC §17200, et. seq. (Unfair Competition Law) and the Labor Code as hereinafter alleged.

7. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that reason, those defendants are sued under such fictitious names, and Plaintiffs will seek from this Court leave to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, believe, and thereon allege that each of the Defendants and each fictitious defendant, whether individual, partners, or corporate, was responsible in some manner for the circumstances alleged herein, and proximately caused Plaintiffs and all others similarly situated hereinafter alleged and the general public to be subjected to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. At all times herein mentioned, each of the Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Plaintiffs herein allege that Defendants and each of them is the joint employer of Plaintiffs and the classes.

9. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of the said joint venture, partnership, and common enterprise.

10. At all times herein mentioned, the acts and omissions of various Defendants, and each of them concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and damages alleged herein.

11. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the damages, as herein alleged.

12. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof. The California Superior Court also has jurisdiction in this matter because the Plaintiff and the putative classes herein were all California citizens.

**PLAINTIFFS' CLASSES**

13. The class representative Plaintiffs who worked in the position of an hourly non-exempt employee or another similar title while employed by Defendants within the State of California, is as follows:

a. Catalina Palacios

Plaintiff Palacios worked as a site coordinator for Defendants between 2022 and 2023.

b. Ruby Rodriguez

Plaintiff Rodriguez worked as a youth worker and site coordinator for Defendants between 2021 and 2023.

## CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a class action pursuant to CCP §382. The Classes which Plaintiffs seek to represent are composed of and defined as follows:

**Class 1:**

All non-exempt hourly employees from 2020 through the date of judgment, who were not paid premium overtime and/or double time at the employee's regular rate of pay.

**Class 2:**

All non-exempt hourly employees of Defendants who worked at some point from 2021 through the present, who are no longer employed with Defendants and to whom Defendants willfully failed to pay all wages due upon separation from Defendants (Waiting Time Penalty Class);

**Class 3:**

All non-exempt hourly employees who worked for Defendants from 2020 to the present who were not provided legally compliant meal periods (Meal Break Class);

**Class 4:**

All non-exempt hourly employees who worked for Defendants from 2020 through the present who were not provided legally-compliant rest breaks (Rest Break Class);

**Class 5:**

All non-exempt hourly employees who worked for Defendants in California from 2023 through the present who were provided a paystub (a.k.a. wage statement) which failed to list all hours actually worked and wages owed (Pay Stub Class).

**Class 6:**

All non-exempt hourly employees who worked for Defendants in California from 2020 through the present who were not reimbursed for their necessary and reasonable business expenses (Reimbursement Class).

The members of the classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes is unknown to Plaintiffs at this time; however, it is estimated that the classes number greater than 100 individuals. The identity of such membership is readily ascertainable by inspecting Defendants' employment records.

15. There are common questions of law and fact as to Plaintiffs and all others similarly situated which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid their employees proper premium overtime and/or double time at the employees' regular rate for hours over eight (8) in a day and/or forty (40) hours in a week, in paying their hourly non-exempt employees;

ii. Whether Defendants violated the applicable Labor Code provisions including §510, 1194, and 203 by requiring substantial overtime work and not paying for said work according to the overtime laws of the State of California;

iii. Whether Defendants failed to pay the appropriate premium overtime compensation to the hourly employees;

iv. Whether Defendants improperly retained, appropriated or deprived Plaintiffs and the class members of the use of monies or sums to which Plaintiffs and the class were legally entitled;

v. Whether Defendants engaged in unfair business practices;

vi. Whether Defendants and each of them, were participants in the alleged unlawful conduct;

vii. Whether Defendants' conduct was willful or reckless;

viii. The effect upon and the extent of injuries suffered by Plaintiffs and all others similarly situated and the appropriate amount of compensation;

ix. The appropriate amount of monetary penalties allowed by Labor Code §201, et. seq.;

x. Whether Defendants pay and continue to pay for missed meal and rest period premiums at an allegedly "reduced" rate of pay in violation of Section 11 of the applicable Wage Orders; and

xi. Whether Defendants failed and refused to reimburse Plaintiffs and the class members for their reasonable and necessary expenses incurred in fulfilling their work duties for Defendant.

16. Plaintiffs' claims are typical of the claims of all members of the classes and subclasses mentioned herein. Plaintiffs, as representative parties, will fairly and adequately protect the interest of the classes by vigorously pursuing this suit through their attorneys who are skilled and experienced in handling matters of this type. Plaintiffs have no claim or interest that is antagonistic to any class member.

17. The nature of this action and the nature of laws available to the members of the classes and subclasses identified herein make use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein. Further, this claim involves a large corporate employer, Defendant Woodcraft, and a large number of individual employees (Plaintiffs and all others similarly situated) with many relatively small claims with common issues of law and fact. If each employee were required to file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to pursue an action against their present and/or former employer for an appreciable and justifiable fear of retaliation and permanent damage to their careers at present and/or subsequent employment. Proof of a common business practice or factual pattern, which the Plaintiffs experienced, is representative of the class mentioned herein and will establish the right of each of the members of the named class to recovery on the causes of action alleged herein.

18. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; which would establish potentially incompatible standards of conduct for Defendants; and/or (b) legal determinations concerning individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

19. Plaintiffs and all others similarly situated are entitled to the wages and other monies unlawfully withheld. This action is brought for the benefit of the public.

**FIRST CAUSE OF ACTION**

**(Violation of B&PC §17200, et seq.)**

20. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

21. Beginning on an exact date unknown to Plaintiffs but believed to have occurred from 2020, Defendants have engaged in a pattern and practice of acts of unfair competition in violation of B&PC §17200, including the practices alleged herein.

22. Defendants, and each of them, provide after school programs, camps, and related learning programs for students, and have engaged in the practice of paying their non-exempt hourly employees in a fashion that circumvents California overtime laws.

**FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION**

23. Plaintiffs are informed, believe, and thereon allege that as part of Defendants' ongoing unfair business practices, Defendants' hourly employees worked in excess of eight (8) hours per day, and excess of forty (40) hours per week without receiving the proper regular rate of pay and therefore have failed to receive overtime compensation and/or the proper overtime premium. Defendant has not paid overtime to Plaintiffs and the class members, despite the fact that Plaintiffs and the class members frequently work prior to and after their shifts, Defendants

fail to pay the regular rate of pay for all overtime hours worked, by not incorporating non-discretionary bonuses and other compensation into their pay, rounding Plaintiffs' and the class members hours, all without paying Plaintiffs and the class members the proper rate of pay. Defendants further cap the hours of Plaintiffs and the other class members to avoid paying any overtime hours. Defendants are in violation of Labor Code §§ 510 and 1194, and the relevant California Industrial Welfare Commission Orders.

24. Defendants, and each of them, consistently administered a corporate policy regarding both staffing levels, duties, and responsibilities of Defendants' employees, which required that the entirety of the employees work overtime without proper premium overtime pay and/or the regular rate of pay. This corporate policy and pattern of conduct is accomplished with the advance knowledge and designed intent to avoid paying premium overtime. Accordingly, Plaintiffs and the class members are entitled to the proper overtime compensation under California law. Further, Plaintiffs and the class are entitled to restitution of these wages obtained by Defendants, and each of them. Furthermore, Defendants have failed to properly include items of remuneration when determining the employees' regular rate, including but not limited to the failure to include non-discretionary bonuses and other incentive compensation paid to all eligible employees.

**VIOLATION OF LABOR CODE § 200, ET SEQ.**

25. Plaintiffs are informed, believe, and thereon allege that as part of Defendants' ongoing unfair business practices, Defendants failed to provide all employees all wages at the time of their separation in violation of Labor Code § 200, et. seq., including but not limited to, §§201, 202, 203 & 204.

26. Labor Code § 200, et seq. provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon the employee's involuntary separation from employment; immediately upon his or her voluntary separation if the employee gave at least seventy-two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

27. Plaintiffs are informed, believe, and thereon allege that all employees who have been separated from Defendants did not timely receive a final paycheck detailing the proper amount of pay from Defendants in violation of Labor Code § 200, et. seq.

28. Pursuant to Labor Code § 200, et seq. employees that no longer work for Defendants, and who were not timely paid, are entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

**VIOLATION OF MEAL PERIOD PROVISIONS**

29. Defendants' improper meal and rest period policies are in violation of California law including, but not limited to Labor Code § 226.7, 512, and the IWC Wage Orders. Plaintiffs and these classes are entitled to wages at their regular rate of pay for each violation where Defendants violated the meal and rest break provisions and paid the class the missed meal and rest period premiums at an artificially reduced regular rate. Plaintiffs and the class were entitled to 1 hour of pay for each meal and rest break violation at their regular rate of pay. Defendants failed and continue to fail to pay for meal and rest period violations at the employees' regular rate of pay in violation of Section 11 of the applicable Wage Orders.

30. Plaintiffs seek restitution and injunctive relief for said violations.

31. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices prohibited by California B&PC §17200, thereby depriving their employees and the putative class the minimum working standards and conditions due to them under the California labor laws and Industrial Welfare Commission wage orders as specifically described herein. Plaintiffs seek an injunction preventing Defendants from continuing their unfair business practice of improperly depriving their employees of overtime pay, and payment of their regular rate of pay for meal and rest period premiums. Plaintiffs further seek an order requiring Defendants to identify by full name, telephone number, and last known address employees who worked or still work for Defendants from 2020 through the date of judgment; Plaintiffs further seek an order requiring Defendants to timely pay restitution to all current and former employees, including back wages, premium payments, and interest.

**SECOND CAUSE OF ACTION**

**RECOVERY OF UNPAID WAGES & PENALTIES**

**(Violation of Labor Code §§ 204, 510, 1194, and 1198)**

32. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

33. Plaintiffs and all others similarly situated identified herein were and are employed and scheduled as a matter of established company policy to work and in fact worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per week. Defendants employed and scheduled all employees without providing overtime compensation for such excess hours worked in violation of Labor Code §§ 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid the proper amount of wages in a timely fashion for their work, including overtime. Defendants always had a written and verbal agreement to pay overtime and double time based on the Plaintiffs' and classes' regular rate of pay.

34. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiffs may bring a civil action for overtime wages directly against the employer without first filing a claim with the Division of Labor Standards Enforcement (hereinafter "DLSE") and may recover such wages, together with interest thereon, penalties, attorneys' fees, and costs.

35. At all times relevant hereto, Defendants have failed to pay to Plaintiffs and all persons similarly situated wages when due as required by Labor Code § 204.

36. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders.

37. At all times relevant hereto, Plaintiffs are informed, believe, and thereon allege that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this classification, Defendants have willfully violated the Labor Code with respect to meeting the requirements of paying one (1) regular rate of pay and calculating overtime and double time based on that regular rate, as hereinbefore alleged. Defendants have failed to properly pay

premium overtime for hours worked in a week, and as such, Defendants are able to reduce their overhead and operating expenses and gain an unfair advantage over competing companies complying with state law. Furthermore, Defendants have failed to include all items of remuneration when determining the employees' regular rate of pay, as described above.

38. Plaintiffs are informed, believe, and thereon allege that the hourly non-exempt class was never paid any premium compensation or paid significantly less premium compensation for work accomplished in excess of forty (40) hours per week, and/or eight (8) hours per day.

39. Furthermore, Plaintiffs are informed and believe that Defendants have a policy of not paying overtime to their employees even though the employees actually worked the overtime hours. Further, Plaintiffs allege that in an attempt to circumvent the overtime requirements, Defendants code work differently from other hours worked so as not to incur overtime payments for consecutive hours worked. Essentially, the employee is subject to a forfeiture of wages for the hours worked.

40. Plaintiffs are informed, believe, and thereon allege that Defendants consistently administered a corporate policy regarding both staffing levels and duties and responsibilities of the members of the classes which required the entirety of all classes to work overtime without proper premium pay. This included a uniform corporate policy and practice of failing to include all remuneration into the regular rate for purposes of calculating premium overtime payments and meal period penalties. This corporate policy and pattern of conduct was/is accomplished with the advance knowledge and design of all Defendants herein. Thus, Plaintiffs and all others similarly situated routinely, regularly, and customarily performed overtime work. Accordingly, Plaintiffs and all others similarly situated are entitled to overtime compensation under California law. Further, Defendants disseminated false information throughout Defendants' facilities and among the employees reciting that all hourly non-exempt employees would receive premium overtime pay.

41. Plaintiffs are informed, believe, and thereon allege that the obligations and responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly

situated merely allege wrongdoing with Defendants' pay plans. Further, the duties of Plaintiffs and all others similarly situated are not relevant in certifying any of the classes. Defendants' hourly non-exempt employees work routinely in excess of eight (8) hours per day, forty (40) hours per week, and/or they were not, and have never been, paid the proper regular rate of compensation nor the proper premium compensation for their overtime work.

42. Defendants, and each of them, in violation of Labor Code §§ 201 and 202, et seq., respectively, had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned and unpaid wages of all such former employees. Defendants have willfully failed to pay the earned and unpaid wages of such individuals, including, but not limited to regular pay, premium pay, and other wages earned and remaining uncompensated according to amendment, or proof.

43. The pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance of the full amount of the all wages owing, including the proper calculation of the regular rate and the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are owing, including interest thereon, willful penalties, reasonable attorneys' fees, and costs of suit according to the mandate of Labor Code § 1194, et. seq.

44. Likewise, Defendants have a pattern, practice, and uniform administration of corporate policy regarding failure to comply with the required provisions of Labor Code § 226.7, in failing to pay Plaintiffs and the class the meal and rest period premium payment at the regular rate.

## THIRD CAUSE OF ACTION

**(Violation of Labor Code §§ 200, et. seq.)**

45. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

46. Labor Code §§ 200, et. seq., provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon an employee's involuntary

separation from employment; immediately upon his voluntary separation if the employee gave at least seventy two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

47. Plaintiffs and other former employees of Defendants employed in the State of California separated from employment with Defendants, and did not timely receive a final paycheck with all of their wages due from Defendants in violation of Labor Code §§ 200, et seq. Plaintiffs are informed, believe, and thereon allege that Defendants also violated the mandates of Labor Code §§ 200, et seq., as to other employees whose employment ended during the period of time covered by this action.

48. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no longer works for Defendants, and who was not timely paid all of his or her wages due is entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

## FOURTH CAUSE OF ACTION

## FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

**(Violation of Labor Code § 226)**

49. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

50. Labor Code §226(a) provides, in pertinent part:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. . ..

51. During the Class Period, Defendants knowingly and intentionally failed to provide the Class Members, including Plaintiffs, with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing that Class Member, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by that Class Member.

52. The Class Members, including Plaintiffs, suffered injury as a result of Defendants' knowing and intentional failure to provide the Class Members, with the wage and hour statements required by law.

53. Based on Defendants' conduct as alleged herein, Defendants are liable for actual damages, statutory damages, and/or statutory penalties pursuant to California Labor Code § 226, attorney's fees and costs, and other applicable provisions of the Labor Code and applicable Wage Order.

**FIFTH CAUSE OF ACTION**

**FAILURE TO PROVIDE MEAL PERIODS**

**(Violation of Labor Code §§ 226.7 and 512)**

54. Plaintiffs incorporate by reference as if fully set forth herein, the allegations of paragraphs above.

55. California Labor Code § 512 and the IWC Wage Orders state that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than 30 minutes, and an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. California Labor Code § 226.7(a) further states

that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC.

56. Employers are prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

57. Plaintiffs and members of the Class were not provided with or given the opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given the opportunity to take a proper second meal period during the days when they worked more than 10 hours in a day. Defendants coerced Plaintiffs and the members of the Class to forego meal periods by disciplining and/or threatening disciplinary action against them if they attempted to take meal periods, created incentives to forego meal breaks, and encouraged the skipping of meal periods by scheduling work to coincide with the meal periods, among other things. In addition, the pace of the job required Class Members to eat while working in order to keep up with their work duties. As a result, Plaintiffs and members of the Class were required to work and/or were not relieved of all duties during any meal period taken, and thus were considered "on duty;" however, Defendants failed to count as time worked any "on duty" meal period taken by Plaintiffs and the members of the Class.

58. Pursuant to California Labor Code § 226.7(c) and IWC Wage Orders, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that the meal period is not provided. As such, Plaintiffs and members of the Class are entitled to an additional one hour's pay for each day in which Plaintiffs and members of the Class were not provided a proper meal break under the above-described authorities.

59. Plaintiffs and the members of the Class request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

**SIXTH CAUSE OF ACTION**

**FAILURE TO AUTHORIZE OR PERMIT REST PERIODS**

**(Violation of Labor Code § 226.7)**

60. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

61. The IWC Wage Orders provide that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or a major fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, and 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

62. Plaintiffs and Class Members were not permitted to take rest periods, were required to work during their rest periods, and/or were disciplined and/or were advised that they would be disciplined if they took rest periods during work hours, in contravention of California law.

63. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage Orders, if an employer fails to provide an employee a rest period in accordance with the applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

64. As such, Plaintiffs and the Class members are entitled to an additional one hour's pay for each day in which they were not provided a proper rest period under the above-described authorities.

65. Plaintiffs and the members of the Class request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

**SEVENTH CAUSE OF ACTION**

**FAILURE TO REIMBURSE EXPENSES**

**(Violation of (Labor Code § 2802)**

66. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

67. California Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

68. Plaintiffs are informed and believe, and based thereon allege, that at all relevant times Plaintiffs and the class members incurred certain expenses for their jobs with Defendants, including but not limited to using their cell phones for company business, including responding to work calls and text messages for work purposes. Despite this, Defendants failed and refused to indemnify Plaintiffs and the class for all of their expenditures in carrying out their duties for Defendants.

69. As a result of Defendants' failure to indemnify Plaintiffs and the class members, they have suffered losses according to proof, including prejudgment interest, costs, and attorneys' fees in prosecuting this case.

**NINTH CAUSE OF ACTION**

**PRIVATE ATTORNEYS GENERAL ACT**

**(Violation of Labor Code §§ 2698 and 2699)**

70. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

71. On or about April 23, 2024, Plaintiff Palacios provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

72. The LWDA failed to respond to Plaintiffs' counsel's correspondence and failed to notify Plaintiffs' counsel as to whether it would investigate the allegations contained therein,

within the time period requirements of the Private Attorneys General Act (PAGA), under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

73. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, and failure to provide accurate itemized wage statements, failure to reimburse expenses, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 510, 512, 1174, 1194, 1198, 2802, and IWC Wage Orders.

74. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiffs bring this cause of action on behalf of themselves, as private attorneys general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

75. Defendants committed numerous violations of the California Labor Code and IWC Wage Orders against the Plaintiffs, and on information and belief, against members of the Class and other current and former employees while they were employed by Defendants, including but not limited to:

a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, all minimum, straight time and overtime wages owed in compliance with California law;

b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class by failing to pay for a missed meal or rest period at the regular rate of pay;

c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, all minimum wages owed in compliance with California law;

d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, all wages owed in a timely manner in compliance with California law;

e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by failing to provide Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, the opportunity to take the requisite meal periods in compliance with California law;

f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by failing to authorize and permit Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, the opportunity to take the requisite rest periods in compliance with California law;

g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by failing to properly maintain accurate employment time and records, maintain and/or submit accurate itemized wage statements on behalf of Plaintiffs, members of the Class, and on information and belief, on behalf of other current and former employees of Defendants as described herein; and

h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by failing to pay Plaintiffs, the Class, and on information and belief, other current and former employees of Defendants as described herein;

i. Defendants violated Labor Code § 2802 and/or the IWC Wage Orders by failing to pay Plaintiffs and other members of the Class all of their reasonable and necessary expenses.

76. Pursuant to Labor Code § 2699, Plaintiffs, members of the Class, and all other aggrieved current and former employees seek to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of their violations of the California Labor Code and applicable wage order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 2699, 2802, and IWC Wage Orders. Plaintiffs and aggrieved current and former employees further seek and award of reasonable attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

1. That the Court determines this action may be maintained as a class action;

**As to the First Cause of Action:**

2. For an order preliminarily and permanently enjoining Defendants from engaging in the practices challenged herein;

3. An order for full restitution of all monies, as necessary and according to proof, to restore any and all monies withheld by the Defendants by means of the unfair practices complained of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a receiver, as necessary. The restitution includes all monies retained as wages, as defined in Labor Code §§ 201, 202, 510, and 1194, and interest, and attorneys' fees as a result of the unfair business practices;

4. For an order finding and declaring that Defendant's acts and practices as challenged herein are unlawful, unfair, and/or fraudulent;

5. For an accounting, under the administration of Plaintiffs and subject to court supervision, to determine the amount to be returned by Defendants and the amounts to be refunded to members who are or were not paid all their wages due to Defendants' unfair business practices;

6. For the creation of an administrative process wherein each injured current and former employee receives his or her back wages in the form of overtime pay or alternatively that each current or former eligible employee may submit a claim in order to receive his/her money;

7. For an order requiring Defendants to make full restitution and payment pursuant to B&PC Sections 17200, et seq.;

8. For all other appropriate declaratory and equitable relief;

9. For pre-judgment interest to the extent permitted by law;

10. For an order requiring Defendants to identify, by name, address, and telephone number of each person who worked as an hourly non-exempt employee for Defendants from four (4) years before the filing of the original complaint in this action through the time of judgment;

11. For an order imposing all civil and statutory penalties provided by law.

**As to the Second Cause of Action:**

12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders) regarding wages due and owing;

13. For pre-judgment interest as allowed by Labor Code § 1194 and California Civil Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for reasonable attorneys' fees;

14. For an order imposing all civil and statutory penalties provided by law.

**As to the Third Cause of Action:**

15. For waiting for time penalties for all former employees not timely paying their last paycheck, including vacation pay;

16. For reasonable attorneys' fees and costs;

17. For an order imposing all civil and statutory penalties provided by law.

**As to the Fourth Cause of Action:**

18. For recovery as authorized by Labor Code §226(e);

19. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(h);

21. For an order imposing all civil and statutory penalties provided by law.

**As to the Fifth Cause of Action:**

22. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a meal period was not provided, impeded, discouraged, and/or dissuaded;

23. For an order imposing all civil and statutory penalties provided by law.

**As to the Sixth Cause of Action:**

24. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a rest period was not authorized or permitted, or impeded, interrupted, discouraged, and/or dissuaded;

25. For an order imposing all civil and statutory penalties provided by law.

**As to the Seventh Cause of Action:**

26. For recovery of all reasonable and necessary expenses incurred by Plaintiffs and the class members;

27. For pre-judgment interest as allowed under the Labor Code;

28. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2802(c);

29. For an order imposing all civil and statutory penalties provided by law.

**As to the Eighth Cause of Action:**

30. That the Court declare, adjudge and decree that Defendants violated California Private Attorneys General Act, Labor Code § 2698 and 2699;

31. For an order imposing all civil and statutory penalties provided by law;

32. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 2699(g); and

33. For such other and further relief as the Court may deem equitable and appropriate.

**As to All Causes of Action:**

34. For reasonable costs incurred;

35. For such other and further relief as this Court may deem just and proper.

Dated: July 2, 2024

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
Aaron A. Bartz
Attorney for Plaintiffs Catalina Palacios and Ruby Rodriguez and all other similarly situated employees

## DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues triable to a jury.

Dated: July 2, 2024

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
Aaron A. Bartz
Attorneys for Plaintiffs Catalina Palacios and Ruby Rodriguez and all other similarly situated employees

# EXHIBIT 4

Electronically Received 08/18/2026 04:43 PM

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

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

FILED
Superior Court of California
County of Los Angeles
08/28/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

**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]

**~~[PROPOSED]~~ ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Date: August 28, 2026
Time: 2:00 p.m.
Dept: 10

This matter came on for hearing on August 28, 2026, at 2:00 p.m. in Department 10 of the above-referenced Court, located at 312 North Spring Street, Los Angeles, California 90012, on the Motion for Preliminary Approval of Class Action Settlement ("Motion"). Plaintiffs CATALINA PALACIOS and RUBY RODRIGUEZ (collectively, "Plaintiffs") appeared through their attorneys of record. Defendant WOODCRAFT RANGERS ("Defendant") appeared through its counsel of record.

Having fully reviewed and considered the Motion and moving papers and Supplemental Declaration of Aaron A. Bartz, and having analyzed the Class Action and PAGA Settlement Agreement and Amendment to the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), attached respectively as Exhibit A to the Declaration of Aaron A. Bartz and Exhibit 1 to the Supplemental Declaration of Aaron A. Bartz filed with the Motion, THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

1. The Court preliminarily approves the proposed Settlement Agreement as being fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement appears to be within the range of reasonableness of a settlement which the Court could ultimately give final approval.

2. The initial capitalized terms in this Order shall have the same meanings as those set forth in the Settlement Agreement.

3. The Court finds that the elements of numerosity, commonality, typicality and adequacy have been established to support conditional certification of the Settlement Class for settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

> All non-exempt current and former employees who worked in California for Defendant during the Class Period.

4. Solely for the purposes of the proposed Settlement, the Court preliminarily approves (a) Bartz Law Group, APC and United Employees Law Group, PC as Class Counsel; and (b) Catalina Palacios and Ruby Rodriguez as Class Representatives. The Court appoints Xpand Legal Consulting, LLC as Settlement Administrator.

5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on 12/15/26, at 1:30p.m. ~~A.M.~~, to review the notice process and objections to the Settlement, if any; and to determine whether the proposed Settlement on the terms and conditions set forth in the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved by the Court; to determine whether the Court should enter the Judgment as provided in the Settlement Agreement; and to determine the amount of attorneys' fees and costs to approve for Class Counsel and the amount of the enhancement awards to approve for the Class Representatives.

6. The Court approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Settlement Notice"), attached as Exhibit 2 to the Supplemental Declaration of Aaron A. Bartz. The Court finds that distribution of the Settlement Notice substantially in the manner set forth in the Settlement Agreement and Settlement Notice meets the requirements of California law and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Settlement Administrator shall supervise and administer the notice procedure as set forth in the Settlement Agreement as follows:

a. After entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Data for purposes of mailing the Settlement Notices to Class Members. Defendant shall have up to fifteen (15) days to provide the Class Data after entry of the Preliminary Approval Order;

b. Upon receipt of the Class Data, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Parties agree that this

procedure for notice provides the best notice practicable to Class Members and fully complies with due process;

c. Any Settlement Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within three (3) business days of receipt of the returned Settlement Notice by the Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall attempt to determine a correct address by conducting a Class Member Address Search;

d. The Settlement Administrator shall perform all other obligations required under the Settlement Agreement.

8. In order for any Settlement Class member to object to this Settlement, or any term of it, the person making the objection may submit the objection to the Settlement Administrator by no later than the Response Deadline specified in the Settlement Notice setting forth the grounds of objection. Any objection shall be sent to the Settlement Administrator, not to the Court. A Class Member may also appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court.

9. In order for any Settlement Class member to validly exclude themselves from the Settlement Class and this Settlement (i.e., to validly opt out), a written request for exclusion must be submitted to the Settlement Administrator postmarked no later than the Response Deadline. Any Request for Exclusion shall be submitted to the Settlement Administrator, not to the Court. A Class Member who timely submits a valid Request for Exclusion shall not participate in, or be bound by, the Settlement or the Final Judgment in any respect. Individuals who submit a Request for Exclusion shall not be permitted to file or pursue objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

10. At the Final Approval Hearing, the Court shall finally determine whether the proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's application for attorneys' fees, the Class Representatives' enhancement awards, reimbursement of

Class Counsel's costs, and the Settlement Administrator expenses for administering the Settlement.

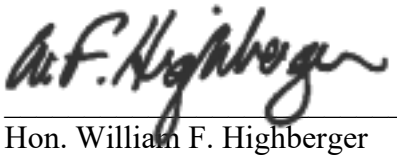
11. The Court's preliminary approval of the Settlement is not to be deemed an admission of liability or fault by Defendant, or a finding as to the validity of any claims or defenses asserted in the Action.

12. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. In the event that the Final Approval Hearing is continued, Class Counsel or the Settlement Administrator shall give notice of the continuance to any objectors to the Settlement.

13. If for any reason the Settlement ultimately does not become final, the parties will return to their respective positions in this Action as those positions existed immediately before the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed with this Court in connection with the Settlement will be deemed an admission of any kind by any of the parties or used as evidence against, or over the objections of, any of the parties for any purpose in this Action or in any other action.

**IT IS SO ORDERED.**

DATED: 08/28/2026



Hon. William F. Highberger
Judge of the Superior Court

# EXHIBIT 5

AI Overview

*Catalina Palacios, et al. v. Woodcraft Rangers* (Case No. 24STCV16531) is a class action and PAGA (Private Attorneys General Act) lawsuit filed in the Los Angeles County Superior Court.

## Case Details

- **Case Number:** 24STCV16531
- **Court:** Los Angeles County Superior Court (Spring Street Courthouse / Department 10)
- **Judge:** William F. Highberger
- **Filing Date:** July 2, 2024
- **Plaintiffs:** Catalina Palacios and Ruby Rodriguez (represented by Haines Walter Lewis, Phillips Rex John, and Bartz Aaron)
- **Defendant:** Woodcraft Rangers (represented by Davis Marie D. and Landegger Alfred John)
- **Practice Area:** Labor and Employment (General Employment)
- **Claims:** Class action and PAGA complaint alleging unpaid wages, overtime violations, meal and rest break violations, failure to reimburse expenses, wage statement errors, and unfair competition covering the period from 2020 to the present.

You can view docket and tracking details through the Catalina Palacios, Et Al. Vs Woodcraft Rangers Lawsuit on Trellis.Law or via UniCourt Los Angeles County Superior Courts.

Would you like more information on:

- **Specific docket entries or recent court filings** for this case?
- **Details on PAGA class action procedures** in California labor law?

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AI responses may include mistakes. For legal advice, consult a professional. Learn more

Trellis Legal Intelligence
https://trellis.law › case › catalina-palacios-et-al-vs-wood...

## Catalina Palacios, , Et Al. Vs Woodcraft Rangers Lawsuit

Plaintiffs allege that **Defendant Woodcraft Rangers failed to pay proper wages and overtime compensation** to its non-exempt hourly employees from 2020 through the ... Read more

UniCourt
https://unicourt.com › ... › Labor

## Los Angeles County Superior Courts on 07/02/2024

**CATALINA PALACIOS, , ET AL. VS WOODCRAFT RANGERS**. Los Angeles County Superior Courts | Spring Street Courthouse | Civil - Labor and Employment | 07/02/2024. Read more

boarddocs.com
https://go.boarddocs.com › Board.nsf › pfiles

## Agenda - BoardDocs

PDF

May 15, 2024 — 7.48 Fiscal Agreement: **Woodcraft Rangers**. 7.49 Special Education Agreement: Raven Health, LLC. 7.50 Special Education Agreement: RBY5 ... Read more

Federal Motor Carrier Safety Administration (.gov)
https://www.fmcsa.dot.gov › sites › files › docs

## Out of Service Carrier Report As Of 2016 11 17 at 2100 EST

PDF

# EXHIBIT 6

XPAND

| | |
|---|---|
| **Case Name:** | Palacios v Woodcraft Rangers |
| Date: | December 22, 2025 |
| Client Name: | Aaron Bartz |
| Client Email: | aaron@bartzlawgroup.com |
| Xpand Contact: | Jonathan Paul |
| Xpand Contact Email Address: | jonathan@xpandlegal.com |
| Xpand Contact Phone Number: | 310.948.7117 |

**Cost Estimate for Legal Administration Services*
**Pricing Good for 90 Days*
**Assumes Scope Within - Additional Services Priced Accordingly*

| Key Assumptions Used for Pricing | |
|---|---|
| Class Size | 4,008 |
| Undeliverable Mail (estimated %) | 10% |
| Forwarded Mail (estimated %) | 5% |
| Toll Free Telephone Support | Yes |
| Website | Yes |
| Spanish Translation | Yes |
| National Change of Address (NCOA) | Yes |
| Wage Tax Reporting | Yes |
| Number of States for Tax Reporting | 1 |
| Number of Payment Distributions | 1 |
| Tax Reporting Years | 1 |
| Remaining Funds After Distribution | Controller |

**Case Setup**

| Service | Type | Cost Per Piece | Volume | Total |
|---|---|---|---|---|
| Project Manager - Case Setup, Document Review & Timeline | Hourly | $125.00 | 3 | $375.00 |
| Data Analyst - Data Analysis, Formatting, Uploading to Database* | Hourly | $125.00 | 3 | $375.00 |
| NCOA (Includes CASS & LACS) | Flat Fee | $300.00 | 1 | $300.00 |
| Spanish Translation | Flat Fee | $750.00 | 1 | $750.00 |
| Toll Free Telephone Support | Flat Fee | $750.00 | 1 | $750.00 |
| Static Website | Flat Fee | $500.00 | 1 | $500.00 |
| | | | **Total** | **$3,050.00** |

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at $125/hour.*

**Notification**

| Service | Type | Cost Per Piece | Volume | Total |
|---|---|---|---|---|
| Print & Mail Notice Package | Per Piece | $0.80 | 4,008 | $3,206.40 |
| USPS First Class Mail - 1oz | Per Piece | $0.70 | 4,008 | $2,805.60 |
| Submission Processing (Opt Outs, Disputes, Objections) | Hourly | $75.00 | 3 | $225.00 |
| Undeliverable Mail Processing | Per Piece | $2.00 | 401 | $801.60 |
| Address Trace Undeliverable Mail | Per Piece | $2.00 | 401 | $801.60 |
| Remail Notice Package (Undeliverable & Forwards) | Per Piece | $2.00 | 521 | $1,042.08 |
| | | | **Total** | **$8,882.28** |

**Project Management**

| Service | Type | Cost Per Piece | Volume | Total |
|---|---|---|---|---|
| Project Manager - Client Inquiries, General Oversight & Management | Hourly | $125.00 | 3 | $375.00 |
| Status Reporting (Ongoing & Final) | Hourly | $75.00 | 3 | $225.00 |
| Declaration (Final Approval & Payment) | Hourly | $125.00 | 3 | $375.00 |
| Executive Oversight | Hourly | $200.00 | 1 | Waived |
| | | | **Total** | **$975.00** |

**Distribution**

| Service | Type | Cost Per Piece | Volume | Total |
|---|---|---|---|---|
| Project Manager - Setup & Preparation | Hourly | $125.00 | 1 | $125.00 |
| Data Analyst - Payment File Production & Quality Review | Hourly | $125.00 | 1 | $125.00 |
| Print & Mail Payments | Per Piece | $0.80 | 4,008 | $3,206.40 |
| USPS First Class Mail - 1oz | Per Piece | $0.70 | 4,008 | $2,805.60 |
| Undeliverable Payment Processing | Per Piece | $2.00 | 401 | $801.60 |
| Address Trace Undeliverable Mail | Per Piece | $2.00 | 401 | $801.60 |
| Remail Payments (Undeliverable & Forwards) | Per Piece | $2.00 | 521 | $1,042.08 |
| Tax ID Setup & Shutdown | Flat Fee | $350.00 | 1 | $350.00 |
| Qualified Settlement Fund (QSF) Creation, Reporting & Closure | Hourly | $150.00 | 5 | $750.00 |
| QSF Monthly Fees & Account Reconciliation | Per Piece | $100.00 | 3 | $300.00 |
| Process Remaining Funds | Flat Fee | $785.44 | 1 | $785.44 |
| | | | **Total** | **$11,092.72** |

**Total Case Cost Not to Exceed: $24,000.00**

## Terms & Conditions

All services to be provided by Xpand Legal Consulting LLC (hereinafter, "Xpand") to you (hereinafter, the "Client") shall be subject to the following terms and conditions (these "Terms and Conditions") of this Agreement:

1. **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with administration services (hereinafter, "Services") as spe cified in the Proposal provided to the Client to which these Terms and Conditions are referenced (the "Proposal" and together with these Terms and Conditions, this "Agreement"). The Services do not constitute legal services or advice.
2. **Independent Contractor Status:** Xpand is performing the Services to the Client as an independent contractor for the purposes of federal, state, and local law, and neither it nor its employees shall be deemed to be employees of the Client. Xpand shall have full control over the methods, techniques, sequences, and procedures of the Services, is free to perform services for other clients, and is not subject to the supervision or control of the Client in the performance of the Services, except as to the results to be achieved.
3. **Fees for Services:** Fees to the Client for Services, including all fees and expenses in accordance with Section 4 below ("Fees") shall be on a time and materials basis at our prevailing rates and are subject to change. Any estimates of Fees set forth in the Proposal are estimates only, based on information provided by the Client to Xpand and the Services referenced in the Proposal, and do not cover any applicable taxes nor third-party fees. Actual Fees payable by the Client may be greater or less than such estimates. Expenses incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset such expenses. The Client acknowledges and agrees that Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of relevant funds with such institutions, including without limitation, income proceeds derived therefrom, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Fees:** Fees will be invoiced by Xpand and due and payable by the Client once the relevant payments are made to class members and counsel in accordance with direction from the court of the applicable case (the "Court"). If payment is not made in full within 30 days of the invoice date, penalty interest at a rate of .8333% per month (10% per year) on the amount past due may be imposed by Xpand. The Services are not provided on a contingency fee basis. For the avoidance of doubt, decisions of the court and actions of the parties, including disapproval or withdrawal of the relevant settlement or case dismissal, do not affect the Client's obligation to Xpand for payment of Services.
5. **Indemnification:** The Client will indemnify and hold Xpand and its affiliates (and their respective officers, employees, and agents) harmless a gainst any losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the Agreement, including these Terms and Conditions, by the Client; or (ii) the processing and handling of any aspect of the project by Xpand, including but not limited to the Services, in accordance with Client's instructions.
6. **Confidentiality:** Xpand will maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality o f data provided to Xpand by the Client or another party to the action. In the event Xpand is notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to, within ten (10) business days of receipt of such notification, (1) provide legal representation at the Client's expense to avoid such access, or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If the Client does not timely select its option, it shall be irrevocable deemed to have select option (2) and be obligated to reimburse Xpand in accordance therewith. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
7. **Data Rights:** Xpand does not convey nor does the Client obtain any rights in the programs, system data, or materials utilized or provided b y Xpand in the ordinary course of business in the performance of this Agreement.
8. **Document Retention:** Unless directed otherwise in writing by the Client, Xpand will maintain documents and other correspondence for the later of (a) one (1) year after final distribution of relevant funds or benefits, or (b) until the date that the disposition of the relevant case is no longer subject to appeal or review.
9. **Limitation of Damages:** Xpand is not responsible to the Client for any special, consequential, or incidental damages incurred by the Client. Any liability of Xpand to the Client shall not exceed the total amount of Fees billed to the Client for the Services that give rise to such liability.
10. **Termination:** The Services to be provided under this Agreement may be terminated by the Client with or without cause upon at least thirty (30) calendar days' prior written notice to Xpand. The Client's obligation to pay Fees for Services still in progress at the time of notice of termination shall continue throughout that 30-day period. Xpand may terminate this Agreement (i) if the Client has not paid its Fees in accordance with Section 4 of these Terms and Conditions, upon at least ten (10) calendar days' prior written notice; or (ii) in any other event, upon at least three (3) months' prior written notice to the Client. The Client is obligated to pay for all Fees and Services at the time of termination under this paragraph; no deferral period shall take effect.
11. **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, three (3) business days after the date of deposit in United States mail, or, if sent by courier, two (2) business days after delivery to such courier service.
12. **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Waiver of Rights:** No failure or delay on the part of either party hereto in exercising any right under these Terms and Conditions will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing by the relevant party's authorized representative.
14. **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Entire Agreement:** These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matte r hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the Terms and Conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
16. **Counterparts:** These Terms and Conditions and the Proposal may be executed in any number of counterparts, each of which when executed and de livered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of these Terms and Conditions and the Proposal by electronic transmission, including DocuSign, shall be effective as delivery of a manually executed counterpart of these Terms and Conditions and the Proposal, as applicable.

**Acceptance of Terms and Conditions**

By commencing services with Xpand, you acknowledge and agree to the terms and conditions outlined above. Your continued use of our services signifies your acceptance of these terms.

# EXHIBIT 7

# Activities Export

11/19/2026
4:04 PM

| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| 11/19/2026 | | Revise and finalize motion for final approval.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.00h | $1,025.00 | - | $2,050.00 |
| 11/18/2026 | | Client Conference call re MFA and Decl Rodriguez Ruby.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.07h | $295.00 | - | $20.65 |
| 11/18/2026 | | Client Conference Call re Case Status and MFA Decl Palacios<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.10h | $295.00 | - | $29.50 |
| 11/17/2026 | | Review and revise motion for final approval and supporting documents.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.10h | $1,025.00 | - | $2,152.50 |
| 11/16/2026 | | Revise motion for final approval and supporting papers; review administrator declaration, and conference call with administrator regarding same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 3.30h | $1,025.00 | - | $3,382.50 |
| 11/13/2026 | | Review and revise motion for final approval and supporting documents, and prepare email to OPC regarding same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.00h | $1,025.00 | - | $2,050.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| 11/12/2026 | | Review and revise motion for final approval and supporting declaration, and conference with MP regarding same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 4.10h | $1,025.00 | - | $4,202.50 |
| 11/11/2026 | | Revise MFA and supporting papers.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 4.00h | $1,025.00 | - | $4,100.00 |
| 11/10/2026 | | Review and revise motion for final approval and supporting documents.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Marcos Pena | 1.41h | $625.00 | - | $881.25 |
| 11/10/2026 | | Draft, edit and revise MFA and supporting declarations.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Marcos Pena | 7.45h | $625.00 | - | $4,656.25 |
| 10/30/2026 | | Draft MFA<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Marcos Pena | 3.20h | $625.00 | - | $2,000.00 |
| 08/31/2026 | | Review and consider order entered by court, and prepare memo regarding same; prepare email to settlement administrator and review and respond to same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00h | $1,025.00 | - | $1,025.00 |
| 08/28/2026 | | Review case documents in preparation for hearing and | 00078-Palacios Palacios v | Catalina Palacios | Aaron Bartz | 1.00h | $1,025.00 | - | $1,025.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | attend hearing regarding motion for preliminary approval; prepare memo regarding same.<br>Unbilled | Woodcraft Rangers | | | | | | |
| 08/18/2026 | | Prepare supplemental declaration, review and organize exhibits for declaration, and finalize same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.50h | $1,025.00 | - | $2,562.50 |
| 08/18/2026 | | Speak with attorney, finalize, file, and serve Supplemental MPA and Proposed Order<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 1.00h | $295.00 | - | $295.00 |
| 08/14/2026 | | Client conference call re case status: Ruby Rodriguez.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.10h | $295.00 | - | $29.50 |
| 08/14/2026 | | Client Conference call re Case status: Catalina Palacios.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.10h | $295.00 | - | $29.50 |
| 07/30/2026 | | Client Conference Call re Case status: Catalina Palacios<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.10h | $295.00 | - | $29.50 |
| 07/28/2026 | | Prepare supplemental | 00078-Palacios | Catalina | Aaron Bartz | 2.00h | $1,025.00 | - | $2,050.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | declaration in support of preliminary approval.<br>Unbilled | Palacios v Woodcraft Rangers | Palacios | | | | | |
| 07/27/2026 | | Review tentative ruling and consider same; prepare response to tentative ruling and review further ruling from court.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00h | $1,025.00 | - | $1,025.00 |
| 04/01/2026 | | Revise and final motion for preliminary approval, and coordinate filing and service of same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00h | $1,025.00 | - | $1,025.00 |
| 03/28/2026 | | Prepare declarations supporting preliminary approval, and revise motion.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.50h | $1,025.00 | - | $2,562.50 |
| 03/24/2026 | | Client conference call re Cast Status.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.10h | $295.00 | - | $29.50 |
| 03/22/2026 | | Revise motion for preliminary approval papers.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.00h | $1,025.00 | - | $2,050.00 |
| 03/21/2026 | | Prepare motion for preliminary approval and supporting declaration; | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 4.20h | $1,025.00 | - | $4,305.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | Prepare proposed Order.<br>Unbilled | | | | | | | |
| 03/20/2026 | | Prepare Motion for Preliminary Approval.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 6.00h | $1,025.00 | - | $6,150.00 |
| 12/23/2025 | | Review and revise settlement, and review settlement administrator quotes; Prepare response to court on CaseAnywhere.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.00h | $925.00 | - | $1,850.00 |
| 12/19/2025 | | Client conference call re case status<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.17h | $295.00 | - | $50.15 |
| 11/24/2025 | | Review of settlement agreement and class notice; Prepare revisions and memo regarding same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 4.00h | $925.00 | - | $3,700.00 |
| 08/20/2025 | | Review case for further handling.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.40h | $650.00 | - | $260.00 |
| 07/30/2025 | | Review and revise MOU.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00h | $925.00 | - | $925.00 |
| 07/24/2025 | | Prepare for Mediation, and attendance at same; Confer with RP. | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 10.00h | $925.00 | - | $9,250.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | Unbilled | | | | | | | |
| 07/23/2025 | | Review and consider mediation brief and supporting documents, and prepare for Mediation.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.00h | $925.00 | - | $1,850.00 |
| 07/21/2025 | | Review client documents and damages analysis; Conference with expert regarding same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 3.00h | $925.00 | - | $2,775.00 |
| 07/18/2025 | | Revise mediation brief.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 1.60h | $650.00 | - | $1,040.00 |
| 07/18/2025 | | Prepare exhibits for mediation brief.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.80h | $650.00 | - | $520.00 |
| 07/18/2025 | | Review client documents, and revise Mediation Brief; Final same, and prepare correspondence regarding same, and conferences with RP.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 4.50h | $925.00 | - | $4,162.50 |
| 07/17/2025 | | Draft mediation brief; review data and identify exhibits.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 6.20h | $650.00 | - | $4,030.00 |
| | | | | | | **129.50h** | | **$0.00** | **$107,481.70** |
| | | | | | | | | 0.00h | 129.50h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| 07/17/2025 | | Research regarding claims, and conferences with RP regarding same; Review case documents supporting claims. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.50h | $925.00 | - | $2,312.50 |
| 07/16/2025 | | Review and analyze class payroll data for damage analysis; draft mediation brief. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 4.20h | $650.00 | - | $2,730.00 |
| 07/16/2025 | | Telephone conference with client Ruby Rodriguez. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.50h | $650.00 | - | $325.00 |
| 07/15/2025 | | Telephone conference with client. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.60h | $650.00 | - | $390.00 |
| 07/14/2025 | | Review class data for damage analysis re mediation. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 2.80h | $650.00 | - | $1,820.00 |
| 07/14/2025 | | Research regarding claims, and review mediation data. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00h | $925.00 | - | $925.00 |
| 07/12/2025 | | Review documents in preparation for mediation. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.00h | $925.00 | - | $1,850.00 |
| 07/10/2025 | | Review data produced by | 00078-Palacios | Catalina | Rex Phillips | 1.80h | $650.00 | - | $1,170.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | Defendant for mediation.<br>Unbilled | Palacios v Woodcraft Rangers | Palacios | | | | | |
| 07/09/2025 | | Telephone conference with OPC regarding data for mediation.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.30h | $650.00 | - | $195.00 |
| 06/13/2025 | | Review case file for further handling and consider issues for mediation and brief.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.50h | $650.00 | - | $325.00 |
| 05/27/2025 | | Review case file for further handling.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.50h | $650.00 | - | $325.00 |
| 05/27/2025 | | Client conference call re Case status: Ruby<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.25h | $295.00 | - | $73.75 |
| 05/27/2025 | | Client Conference call re Case status re: Palacios (client)<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.34h | $295.00 | - | $100.30 |
| 05/21/2025 | | Finalize joint stipulation regarding CMC; email OPC regarding the same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.80h | $650.00 | - | $520.00 |
| 05/21/2025 | | Discuss with attorney, finalize, file, and serve Joint stipulation | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 1.00h | $295.00 | - | $295.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | Unbilled | | | | | | | |
| 05/19/2025 | | Email correspondence with OPC; draft stipulation to continue post-mediation status conference. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 1.20h | $650.00 | - | $780.00 |
| 02/20/2025 | | Review case for further handling, and conference call with OPC regarding mediation. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 0.40h | $925.00 | - | $370.00 |
| 02/10/2025 | | Review case file for further handling and strategy regarding mediation and data request; telephone conference with OPC regarding data request for mediation. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.80h | $650.00 | - | $520.00 |
| 02/10/2025 | | Review case for further handling, and prepare Mediation Data request. Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00h | $925.00 | - | $925.00 |
| 12/20/2024 | | Client Conference Call re Case status and medication Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.34h | $295.00 | - | $100.30 |
| 12/20/2024 | | Client Conference call re Case Status and Mediation | 00078-Palacios Palacios v | Catalina Palacios | Nestor Mejia | 0.25h | $295.00 | - | $73.75 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | Unbilled | Woodcraft Rangers | | | | | | |
| 11/27/2024 | | Prepare joint status report; emails with OPC regarding the same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 1.20h | $650.00 | - | $780.00 |
| 10/17/2024 | | Revise Order regarding Case Anywhere Authorization.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.30h | $650.00 | - | $195.00 |
| 10/17/2024 | | Draft, finalize, discuss with attorney, file and serve proposed order re e-service<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 1.00h | $295.00 | - | $295.00 |
| 10/11/2024 | | Prepare for and appear for initial status conference.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.60h | $650.00 | - | $390.00 |
| 10/10/2024 | | Email to OPC regarding negotiation of mediator.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.20h | $650.00 | - | $130.00 |
| 09/26/2024 | | Finalize, discuss with attorney, file , and serve status conference statement.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.50h | $295.00 | - | $147.50 |
| 09/25/2024 | | Draft joint initial status report; telephone conference with OPC regarding the same. | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 1.20h | $650.00 | - | $780.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
4:04 PM

| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | Unbilled | | | | | | | |
| 09/19/2024 | | Telephone conference with OPC regarding meet and confer for initial status conference.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Rex Phillips | 0.40h | $650.00 | - | $260.00 |
| 08/20/2024 | | File NAR<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.25h | $295.00 | - | $73.75 |
| 08/07/2024 | | Review and revise Notice of hearing, and coordinate filing and service of same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 0.50h | $850.00 | - | $425.00 |
| 07/30/2024 | | Review case for further handling, and prepare NAR.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 0.50h | $850.00 | - | $425.00 |
| 07/25/2024 | | Draft and discuss with attorney the service of Complaint packet<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.50h | $295.00 | - | $147.50 |
| 07/02/2024 | | Finalize CCCS and summons - filed.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 0.50h | $215.00 | - | $107.50 |
| 06/17/2024 | | Prepare Complaint.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.00h | $850.00 | - | $1,700.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# Activities Export

11/19/2026
4:04 PM

| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| 06/17/2024 | | Draft Sum100 and CM010<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 0.17h | $215.00 | - | $36.55 |
| 05/14/2024 | | Client(Catalina) Conference Call re Case status<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 0.50h | $295.00 | - | $147.50 |
| 04/23/2024 | | Research regarding employer Woodcraft Rangers.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.40h | $850.00 | - | $1,190.00 |
| 04/23/2024 | | Review time and payroll records, and employer policy documents; Prepare PAGA letter.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.70h | $850.00 | - | $2,295.00 |
| 03/26/2024 | | Review of client documents, and conference call with client regarding same.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 2.00h | $850.00 | - | $1,700.00 |
| | | | | | | **129.50h** | | **$0.00**<br>0.00h | **$107,481.70**<br>129.50h |

# EXHIBIT 8

# Activities Export

11/19/2026
4:05 PM

| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| 11/16/2026 | $ | Filing fees and service fees, and CaseAnywhere fees through judgment and settlement administration [anticipated].<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00 | $300.00 | - | $300.00 |
| 11/03/2026 | $ | 11-2-2026 - Caseanywhere -<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 10/05/2026 | $ | 10-2-2026 Caseanyhere -<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 09/02/2026 | $ | 9-1-2026 - Caseanywhere -<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $67.00 | - | $67.00 |
| 08/18/2026 | $ | One Legal filing re: Supplemental of MPA AB declaration and Proposed order. Confirmation #35392756<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 1.00 | $23.70 | - | $23.70 |
| 08/04/2026 | $ | 8-1-2026 - Caseanywhere<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 07/02/2026 | $ | 7-1-2026 - Caseanywhere<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 06/05/2026 | $ | 6-1-2026 - Caseanywhere -<br>Unbilled | 00078-Palacios Palacios v | Catalina Palacios | Leanne Nguyen- | 1.00 | $49.00 | - | $49.00 |
| | | | | | | | | **$0.00**<br>0.00h | **$15,555.47**<br>0.00h |

# Activities Export

11/19/2026
4:05 PM

| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | | Woodcraft Rangers | | Phuoc | | | | |
| 05/04/2026 | $ | caseanywhere fees<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $97.00 | - | $97.00 |
| 04/02/2026 | $ | caseanywhere<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 04/01/2026 | $ | MPA - OL Confirmation #34432043<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $84.70 | - | $84.70 |
| 03/05/2026 | $ | Caseanywhere Fees<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 02/04/2026 | $ | 2-2-2026 Caseanywhere -<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 01/05/2026 | $ | Caseanywhere Fees<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 12/02/2025 | $ | Caseanywhere<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 11/04/2025 | $ | Caseanywhere Fees<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 10/03/2025 | $ | Caseanywhere Fees<br>Unbilled | 00078-Palacios Palacios v | Catalina Palacios | Leanne Nguyen- | 1.00 | $49.00 | - | $49.00 |
| | | | | | | | | **$0.00**<br>0.00h | **$15,555.47**<br>0.00h |

# Activities Export

11/19/2026
4:05 PM

| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | | Woodcraft Rangers | | Phuoc | | | | |
| 09/03/2025 | $ | CaseAnywhere fees<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 08/28/2025 | $ | JT Calcs Invoice - Expert<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00 | $1,850.00 | - | $1,850.00 |
| 08/05/2025 | $ | Caseanywhere Fees<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 07/25/2025 | $ | Joint SCR - OL Confirmation #32867031<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $22.70 | - | $22.70 |
| 07/02/2025 | $ | Caseanywhere Fees<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $49.00 | - | $49.00 |
| 06/04/2025 | $ | CaseAnywhere Fees.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00 | $55.00 | - | $55.00 |
| 05/21/2025 | $ | One Legal filing re Stipulation to Continue Confirmation #32470993<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 1.00 | $45.12 | - | $45.12 |
| 05/08/2025 | $ | CaseAnywhere Fees.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00 | $49.00 | - | $49.00 |
| 04/06/2025 | $ | CaseAnywhere Fees. | 00078-Palacios | Catalina | Aaron Bartz | 1.00 | $49.00 | - | $49.00 |
| | | | | | | | | **$0.00**<br>0.00h | **$15,555.47**<br>0.00h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| | | Unbilled | Palacios v Woodcraft Rangers | Palacios | | | | | |
| 03/06/2025 | $ | CaseAnywhere Fees.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00 | $147.00 | - | $147.00 |
| 12/30/2024 | $ | Case anywhere fees<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $141.60 | - | $141.60 |
| 12/18/2024 | $ | Mediation Fees - Steven Mehta.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00 | $10,250.00 | - | $10,250.00 |
| 11/27/2024 | $ | One Legal Filing Joint Status Report Confirmation #31500439<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $20.70 | - | $20.70 |
| 10/17/2024 | $ | One Legal Case anywhere filing of Proposed Order re e-serivce Confirmation #31283248<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 1.00 | $19.15 | - | $19.15 |
| 09/26/2024 | $ | One Legal Filling re Joint Status Report Confirmation #31165760<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 1.00 | $19.15 | - | $19.15 |
| 08/20/2024 | $ | One Legal filing of NAR Confirmation #30969340<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 1.00 | $19.15 | - | $19.15 |
| | | | | | | | | **$0.00**<br>0.00h | **$15,555.47**<br>0.00h |

# Activities Export

11/19/2026
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| Date | Type | Description | Matter | Client | User | Qty | Rate ($) | Non-billable ($) | Billable ($) |
|---|---|---|---|---|---|---|---|---|---|
| 08/07/2024 | $ | One Legal Filing of Ntc of ISC and Minute Order Confirmation #30902579<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Nestor Mejia | 1.00 | $19.15 | - | $19.15 |
| 07/02/2024 | $ | One Legal Filing - Complaint Confirmation #30720835<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Leanne Nguyen-Phuoc | 1.00 | $1,454.15 | - | $1,454.15 |
| 04/23/2024 | $ | Certified Mail re PAGA letter.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Chandler Nelson | 1.00 | $12.20 | - | $12.20 |
| 04/23/2024 | $ | PAGA letter filing fee.<br>Unbilled | 00078-Palacios Palacios v Woodcraft Rangers | Catalina Palacios | Aaron Bartz | 1.00 | $75.00 | - | $75.00 |
| | | | | | | | | **$0.00**<br>0.00h | **$15,555.47**<br>0.00h |