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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

RACHAEL BYRNES; JEREMY LASTRA; JENNA BARFKNECHT, individually, on behalf of other members of the general public similarly situated, and on behalf of the State of California and other aggrieved persons; LEACY JONES, JR., individually, on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

CDLAKE, LLC, a California corporation, dba CRAWDADS ON THE LAKE, dba CRAWDADS ON THE RIVER; CLSl, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24CV024391
Assigned to: Hon. Jill H. Talley, Dept. 8A

Complaint Filed: November 27, 2024
FAC Filed: February 4, 2026
Trial Date: Not set.

CLASS & REPRESENTATIVE ACTION

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Reservation No: # A-24931-001

PRELIMINARY APPROVAL HEARING
Date: November 20, 2026
Time: 9:00 a.m.
Dept: 8A

The Court has before it Plaintiffs Rachel Byrnes, Jeremy Lastra, Jenna Barfknecht, and Leacy Jones Jr.'s ("Plaintiffs" or "Class Representatives") Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Having reviewed the Motion along with the accompanying papers, the Class Action and PAGA Settlement Agreement (which is referred to here as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Class (as defined below) based upon the terms set forth in the Settlement Agreement between Plaintiffs and Defendants CD Lake, LLC dba Crawdads on the Lake and Crawdads on the River ("Class Defendant," and together with Plaintiffs, the "Parties"). "Class Defendant," excludes Defendant CLSl, LLC. A true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D. Gomez in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement submitted to the Court as **Exhibit 1**.

2. For settlement purposes, the Court provisionally certifies the Class defined as all individuals who, for one or more hours during the Class Period, provided labor or services for Class Defendant in California for remuneration, as more fully defined in Labor Code section 2775, *et seq.,* including current and former employees (each "Class Member" collectively the "Class"). The Class Period is the period from June 1, 2024, August 29, 2025. (the "Class Period").

3. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court. The Court notes that Class Defendant has agreed to create a common fund of $300,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class Members (as defined below) who do not validly opt out; (b) a $40,000.00 payment for penalties under the Private Attorneys General Act ("PAGA"), with 65% of which ($26,000.00) being paid

to the LWDA (the "LWDA PAGA Payment") and 35% ($14,000.00) being paid to eligible Aggrieved Employees (the "Individual PAGA Payment") (as defined in the Settlement Agreement); (c) enhancement awards of up to $7,500.00 for Rachael Byrnes, $7,500.00 for Jeremy Lastra, $7,500.00 for Jenna Barfknecht, and $5,000.00 for Leacy Jones Jr. ($27,500.00 total) (the "Class Representative Service Payments"); (d) Class Counsel's attorneys' fees not to exceed 35% of the Gross Settlement Amount ($105,000.00) (the "Class Counsel Fees Payment"), and up to $30,000.00 in costs for actual litigation expenses incurred by Class Counsel (the "Class Counsel Litigation Expenses Payment"); and (e) a payment to ILYM Group, Inc. (the "Administrator") of up to $9,350.00 (the "Administration Costs").

4. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

5. A final fairness hearing on the question of whether the proposed Settlement, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties Payment for its share of the settlement of claims for penalties under the PAGA, and the Class Representative Service Payment should be finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with the implementation schedule set forth below.

6. The Court finds, for settlement purposes only, that the Class meets the

requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints Plaintiffs as Class Representatives, for settlement purposes only. The Court further preliminarily approves Plaintiffs' ability to request the Class Representative Service Payments.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Talar DerOhannessian, Kareen Shatikian, Alan A. Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints ILYM Group, Inc. as the "Administrator" with the Administrator Costs estimated not to exceed $9,350.00.

10. The Court approves, as to form and content the class notice, attached as **Exhibit A** to the Settlement Agreement (the "Class Notice"). A true and correct copy of the Class Notice is attached hereto as **Exhibit 1**. The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion by sending the Administrator, by fax, email, or mail, a signed written Request for Exclusion from the Settlement by the deadline stated below may object to the Settlement Agreement by sending written objections to the Administrator, by fax, email, or mail by the deadline stated below, or

by presenting verbal objections at the Final Approval Hearing.

13. The Court orders the following implementation schedule:

Defendants to provide Class List to the Settlement Administrator	Within 15 business days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendants
Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	March 19, 2026 at 9:00 a.m., or first available date thereafter, in Department 8A. The hearing may be continued to another date without further notice to the Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

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15. Without affecting the finality of this Order in any way, and in accordance with C.C.P. § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant's counsel, and the Administrator.

16. _____

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IT IS SO ORDERED.

DATE:

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Hon. Jill H. Talley
Sacramento County Superior Court