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9 Attorneys for Plaintiffs

11 IN THE SUPERIOR COURT OF CALIFORNIA

12 IN AND FOR THE COUNTY OF ALAMEDA

13 THE CALIFORNIA LABOR AND)
14 WORKFORCE DEVELOPMENT)
15 AGENCY, a California governmental)
agency, *ex rel.* DARRELL HONRINE;)
16 and DARRELL HONRINE,)
17 individually,)

18 Plaintiffs,)

19 v.)

20 COAST COUNTIES TRUCK &)
21 EQUIPMENT COMPANY, a)
California corporation; and DOES 1-15,)
22 inclusive,)

23 Defendants.)
24)

Case No.: RG21088933

**DECLARATION OF HALLIE VON ROCK IN
SUPPORT OF MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL ACT
(PAGA) SETTLEMENT**

DATE: FEBRUARY 27, 2024

TIME: 2:30 PM

DEPT. 517

HON. SOMNATH RAJ CHATTERJEE

RESERVATION ID: 257764486866

1 **DECLARATION OF HALLIE VON ROCK IN SUPPORT OF MOTION FOR**
2 **APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT**

3 I, Hallie Von Rock, declare:

4 1. I am an attorney admitted to practice before this Court. I am a partner with
5 Aiman-Smith & Marcy, Professional Corporation, which is the law firm of record for the
6 plaintiffs in the case of *LWDA, et al. v. Coast Counties Truck & Equip. Co., et al.*, Alameda
7 Superior Court Case No. RG1088933.

8 2. This declaration is based on my personal knowledge, except as to matters stated
9 to be based on information and belief, and as to those matters, they are based upon documents
10 maintained at my firm in the ordinary course of litigation, or upon statements made by my
11 colleagues. I could competently testify to each of the matters set forth herein. This declaration
12 is provided in support of Plaintiffs' Motion for Approval of Private Attorneys General Act
13 ("PAGA") Settlement.

14 3. A true and correct copy of the Settlement Agreement of PAGA Claim is attached
15 hereto as Exhibit A.

16 4. A copy of the Settlement Agreement and this Motion are being served
17 concurrently on the filing date of this Motion on the Labor Workforce and Development
18 Agency ("LWDA").

19 5. On December 1, 2020, Plaintiff sent notice to Defendant and the LWDA giving
20 notice of Plaintiff's intent to pursue a PAGA action on behalf of the State of California and a
21 proposed group of Aggrieved Employees ("PAGA Notice"). Plaintiff's PAGA Notice alleged
22 that Defendant is a California corporation, registered to and conducting business in California,
23 with a principal place of business in San Jose, California, and engaged in the operation of truck
24 and trailer dealerships, vehicle rental, parts sale, and service facilities. Plaintiff's PAGA
25 Notice defined the proposed group of Aggrieved Employees as "all non-exempt employees of
26 Defendants working in California at any time during the Claim Period," i.e. at any time from
27 December 1, 2019. Plaintiff alleged that Defendant's conduct with respect to the Aggrieved
28 Employees violated Wage Order No. 9 and Labor Code §§ 201, 202, 203, 204, 226, 226.7,

1 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1199. The LWDA did not respond to
2 Plaintiff's PAGA Notice or otherwise indicate that it intended to investigate Plaintiff's
3 allegations.

4 6. On January 13, 2021, Plaintiff submitted an amended notice to Defendant and the
5 LWDA ("Amended PAGA Notice"). Plaintiff's Amended PAGA notice alleged that, in
6 addition to the violations alleged in Plaintiff's PAGA Notice, Defendant's conduct violated
7 California Labor Code sections 1174 and the Wage Order by failing to maintain accurate
8 timekeeping records, including the start and end times of each shift and each meal period. The
9 LWDA did not respond to Plaintiff's Amended PAGA Notice or otherwise indicate that it
10 intended to investigate Plaintiff's allegations.

11 7. On March 4, 2021, Plaintiff submitted a second amended notice to Defendant
12 and the LWDA ("Second Amended PAGA Notice"). Plaintiff's Second Amended PAGA
13 notice alleged that, in addition to the violations alleged in Plaintiff's PAGA Notice,
14 Defendant's conduct violated California Labor Code sections 1174, 1197, 510, 201, 202, 203,
15 204/204b, 226, and 558 by failing to include non-discretionary bonuses in the regular rate of
16 pay for purposes of paying wages to Aggrieved Employees. The LWDA did not respond to
17 Plaintiff's Amended PAGA Notice or otherwise indicate that it intended to investigate
18 Plaintiff's allegations.

19 8. On February 11, 2021, Plaintiff commenced an action against Defendant in the
20 Superior Court of the State of California for the County of Alameda, Case No. RG21088933,
21 entitled *The California Labor and Workforce Development Agency, a California governmental*
22 *entity, ex rel. Darrell Honrine; and Darrell Honrine, individually* (the "Action") alleging the
23 following claims: (1) Violations of the California Private Attorneys General Act; (2) Public
24 Injunctive Relief; (3) Failure to Pay Minimum, Overtime, and Contractual Wages; (4) Failure
25 to Pay Premium Meal Period Wages; (5) Failure to Provide Accurate Wage Statements; and (6)
26 Failure to Pay All Wages Due at Separation. Claims 2–6 were brought by DARRELL
27 HONRINE on an individual basis. On or about May 14, 2021, Plaintiff filed a First Amended
28 Complaint against Defendant that only included claims for (1) Violations of the California

1 Private Attorneys General Act; and (2) Public Injunctive Relief.

2 9. All causes of action subject to arbitration were brought by Plaintiff in his
3 individual capacity. Those causes of action are not part of this PAGA settlement and have
4 been settled through an individual settlement agreement between Plaintiff and Defendant. If
5 the Court requests, Plaintiff will submit a copy of the individual settlement for *in camera*
6 review.

7 10. From the beginning of this litigation, Defendant challenged the merits of
8 Plaintiff's PAGA claim on several bases, including the assertion that Defendant maintains a
9 comprehensive employee handbook, which is updated consistently to incorporate changes in
10 the law. Defendant claims the handbook reflects that it uses an electronic timekeeping system
11 and requires employees to clock in whenever they are scheduled to work, clock out for meal
12 periods, and clock back in when they begin working again and that the company's policies
13 prohibit employees from performing any work activities "off the clock," and requires them to
14 notify a manager if they performed work while clocked out, or were unable to take an
15 uninterrupted thirty-minute meal period. Defendant further claims that a large component of
16 its workforce receives overtime pay that is set by contract, undermining Plaintiff's contentions
17 that the company failed to appropriately calculate overtime rates during pay periods when
18 bonuses were received.

19 11. In addition to challenging the merits of Plaintiff's PAGA claim, Defendant
20 contended that numerous individualized inquiries would be required to determine liability in
21 this case and would render any trial unmanageable, which would deny Defendant its rights to
22 due process and a fair trial and subject the action to dismissal. Defendant also claimed that
23 even if Plaintiff could present a manageable trial plan, and carry their burden of proving the
24 merits of his claims, the Court could exercise the discretion granted to it under the PAGA to
25 "award a lesser amount than the maximum civil penalty amount specified . . . if, based on the
26 facts and circumstances of a particular case, to do otherwise would result in an award that is
27 unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

28 12. The parties engaged in significant discovery as part of the arbitration that related

1 to Defendant's policies and procedures that affected the Aggrieved Employees. In May 2023,
2 Plaintiff served document demands and interrogatories. In June 2023, Defendant served
3 responses to Plaintiff's discovery requests. Additionally, in June 2023, Defendant served
4 interrogatories, document demands, and requests for admissions. Plaintiff responded in August
5 2023. In July 2023, Plaintiff served a second set of special interrogatories, which Defendant
6 responded to in August 2023. Plaintiff served supplemental responses to interrogatories in
7 August 2023.

8 13. Defendant took the deposition of Plaintiff in August 2023. Plaintiffs took the
9 depositions of three witnesses, Brian Farrell, Jonae Arias, and Nick Kangrga, and the
10 deposition of Defendant's Person Most Knowledgeable, Mike Sorenson.

11 14. Plaintiff also engaged the services of a statistician expert to review payroll
12 records provided by Defendant and to assess PAGA penalties.

13 15. In preparing for mediation, Defendant provided documents regarding the
14 Aggrieved Employees and updated data which was used to calculate potential PAGA liability
15 for settlement negotiations.

16 16. The Settlement was reached through extensive, arms-length negotiations with the
17 assistance of well-respected mediator Tripper Ortman, Esq. The parties engaged in a full-day
18 mediation that was facilitated by informal exchanges of documents, information, data,
19 discussions with plaintiff, an analysis of PAGA penalties, and the expertise of an experienced
20 mediator who set forth the risks for each side in further litigating the matter.

21 17. The case did not settle the day of the mediation and the parties, thereafter,
22 engaged in formal discovery, depositions, and preparation of the individual arbitration. On the
23 brink of arbitration, which was set to start on September 12, 2023, the parties engaged in
24 further negotiations with the assistance of Mr. Ortman. On September 8, 2023, Mr. Ortman
25 made a mediator's proposal that was accepted by both parties.

26 18. During the settlement negotiations, each side, represented by its respective
27 counsel, recognized the substantial risk of an adverse result in the case given the claims and
28 defenses asserted. It was by balancing these considerations that the parties came to the

1 agreement set forth in the Settlement Agreement, which represents a compromise and
2 settlement of highly disputed claims.

3 19. Plaintiff contends that the result is fair, adequate, reasonable, and satisfies the
4 PAGA's intention of enforcing California's laws protecting employees and collecting civil
5 penalties for the State. The settlement amount is consistent with Court-approved amounts in
6 other PAGA cases, and the requests for PAGA Counsel's attorneys' fees and costs and
7 Plaintiff's service payment are also fair and reasonable.

8 20. Defendant has reviewed the instant Motion and will not be opposing it.

9 21. Defendants have identified 252 Aggrieved Employees who worked during the
10 PAGA Period through October 2023. Defendant's records indicate these Aggrieved
11 Employees worked a total of 15,000 pay periods through October 2023.

12 22. Per the PAGA, 75% of the \$753,272 Net Settlement Amount, or \$564,954, shall
13 be paid to the LWDA. The remaining 25%, or \$188,318, shall be distributed among the 252
14 Aggrieved Employees, which will be divided by the total number of pay periods for a per-pay
15 period amount of approximately \$12.55, which will be multiplied by the number of pay periods
16 each Aggrieved Employee worked during the PAGA Period to determine the amount he or she
17 will receive. For example, an Aggrieved Employee who worked 40 pay periods during the
18 PAGA Period would receive \$502 (40 x \$12.55).

19 23. The Aggrieved Employees will be mailed their checks directly by the settlement
20 administrator. Settlement Agreement at ¶¶ 4.2. The Aggrieved Employees will have 180 days
21 to cash their checks. Thereafter, pursuant to Code of Civil Procedure section 384, any unpaid,
22 unclaimed, or abandoned class member funds, plus any interest that has accrued thereon, shall
23 be donated to Legal Aid at Work, which is a nonprofit organization that provides "civil legal
24 services to the indigent" and is a proper recipient of *cy pres* funds. For more information on
25 Legal Aid at Work, the Court is directed to the website of Legal Aid at Work at:
26 <https://legalaidatwork.org/>

27 24. Plaintiff spent a significant amount of time helping counsel with the prosecution
28 of this action and performed the following tasks: (1) communicating extensively with counsel

1 on numerous occasions; (2) detailing his experiences and producing copies of documents; (3)
2 assisting in preparing the complaint and amended complaint; (4) engaging in discovery; (5)
3 preparing for and attending deposition; (6) preparing for mediation; and (7) reviewing the
4 terms of and signing the Settlement Agreement. Plaintiff also undertook personal and financial
5 risks as a PAGA representative that should be rewarded.

6 25. In light of the work that Plaintiff performed on behalf of the LWDA and the
7 Aggrieved Employees, the requested PAGA Representative Service Award of \$500 for
8 Plaintiff is reasonable and appropriate.

9 26. The Settlement Administrator will pay out of the Total Settlement Amount to
10 itself its reasonable fees and expenses after such payment has been approved by the Court.
11 Settlement Agreement ¶ 3.5. Plaintiff sought multiple bids and Atticus Administration
12 submitted the lowest quote for its administration costs, capping those costs at \$6,000 based
13 upon the current number of Aggrieved Employees. Atticus is a well-known and respected
14 settlement administrator and should be approved by the Court. A true and correct copy of the
15 resume of Atticus Administration is attached hereto as Exhibit B.

16 27. Plaintiff's counsel's litigation costs were all reasonable and necessary expenses
17 in litigating and resolving this action. An itemized list of Plaintiff's counsel's out-of-pocket
18 costs, in the amount of \$40,228.64, is attached hereto as Exhibit C.

19 28. Plaintiffs also seek 33.33% of the Total Settlement Amount, or \$400,000, in
20 attorneys' fees.

21 29. A true and correct copy of the firm resume for Plaintiff's Counsel is attached
22 hereto as Exhibit D.

23 30. The attorneys' fees sought by Plaintiff will compensate Plaintiff's counsel for
24 work performed in recovering a significant benefit for the LWDA and the Aggrieved
25 Employees.

26 31. Plaintiff's counsel undertook this matter solely on a contingent basis, with no
27 guarantee of recovery. With no guarantee of success, Plaintiff's counsel placed their own
28 resources at risk, including over 1,218 hours of their time, to prosecute this action. If

1 Plaintiff's counsel were unsuccessful in the prosecution of this case, they would receive
2 nothing in return for this time, or for their out-of-pocket costs. Despite these risks, Plaintiff's
3 counsel took their duty to represent the LWDA and the Aggrieved Employees seriously, and
4 expended all of the time and resources necessary to vigorously prosecute this case. As a result,
5 Plaintiff's counsel were able to demonstrate to Defendant that it faced potential exposure
6 sufficient to engage in serious settlement negotiations and to settle Plaintiffs' claim on behalf
7 of the LWDA.

8 32. A relevant factor in determining attorney's fees is whether the litigation required
9 Plaintiff's counsel to forego other employment. Additional work was available that Plaintiff's
10 counsel had to forgo to devote the time necessary to pursue this litigation.

11 33. A comparison of the lodestar of Plaintiff's counsel with the amount of
12 attorney's fees sought here also supports the propriety of the fees requested. Plaintiff's counsel
13 spent a total of 1218.7 to date prosecuting this action and calculated the resulting lodestar fee
14 on those hours at \$739,580, which is substantially more than the amount of fees being sought
15 here.

16 34. The time spent by Plaintiff's attorneys on the case included the following tasks:
17 pre-filing tasks, including several interviews with Plaintiff, preparing the PAGA charge,
18 amending the PAGA charges, drafting the complaint and initiating documents, reviewing
19 Defendant's answer, reviewing standing orders, reviewing notices from the court, litigating
20 Defendant's motion to compel arbitration, litigating Defendant's motion to dismiss Plaintiff's
21 Representative PAGA claim, meeting and conferring with defense counsel for preparing joint
22 case management conference statements, drafting and editing of case management statements,
23 reviewing case management orders, communicating with plaintiff, communicating with expert
24 consultant on calculations for mediation, reviewing expert calculations, preparing extensive
25 mediation brief with exhibits and further summaries of brief for mediator, attending all day
26 mediation, drafting and editing PAGA settlement agreement, meeting and conferring over
27 terms of settlement agreement and edits thereto, and preparation of motion for settlement
28 approval, declaration, and supporting documents. Additionally, extensive work was performed

ahead of the arbitration that was essential to the representative PAGA claims because the discovery conducted and briefing prepared went to the central questions of the Labor Code violations alleged in the representative PAGA action and Defendants' policies that affected not just the plaintiff, but all Aggrieved Employees. In preparation for arbitration, Plaintiff's counsel performed the following tasks: drafting pre-arbitration settlement offer letter, meeting and conferring with opposing counsel for selection of arbitrator, preparing demand for arbitration and first amended demand for arbitration, reviewing Defendant's answer, preparing initial disclosures, reviewing Defendant's initial disclosures, drafting two sets of discovery requests, reviewing Defendant's discovery responses, drafting meet and confer letter regarding Defendant's discovery responses, drafting Plaintiff's responses and supplemental responses to Defendant's discovery requests, reviewing and responding to Defendant's meet and confer letter regarding Plaintiff's discovery responses, drafting notices of depositions for Defendant's PMQ and branch manager, preparing two arbitration subpoenas to appear at depositions, meeting and conferring with defense counsel for scheduling of depositions, completing four depositions, defending Plaintiff's deposition, drafting briefs including prehearing brief, reviewing Defendant's prehearing brief, preparing documentary evidence for arbitration hearing, meeting with Plaintiff's designated expert for preparation of report, preparing Plaintiff's expert witness disclosures, reviewing Defendant's expert witness disclosures, meeting and conferring with defense counsel for preparing joint status reports, drafting and editing of joint status reports, attending case conferences, reviewing scheduling orders, and reviewing notices from case manager.

35. A table of the attorney hours and rates for their lodestar is set forth below:

Attorney	Rate	Hours	Total
Hallie Von Rock	\$900	73.8	\$51,840
Brent Robinson	\$750	165.2	\$123,900
Lisbeth Bayona	\$400	717.4	\$286,960
Reed Marcy	\$1,000	262.3	\$262,300
Total		1218.7	\$739,580

36. The hourly rates of the attorneys at Aiman-Smith & Marcy are commensurate

1 with rates awarded in California state courts and Northern and Central District courts. *See, e.g.,*
2 *Hadsell v. City of Baldwin Park*, Los Angeles Superior Court No. BC548602 (Partner rates of
3 \$1,100 and associate rates of \$550-\$850 rates approved); *Independent Living Center of S. Cal.*
4 *V. Kent*, 2020 U.S. Dist Lexis 13019 (C.D. Cal. 2020) (Partner rates of \$1,025 and associate
5 rates of \$600-\$815 approved); *Nozzi v. Housing Authority*, 2018 U.S. Dist.LEXIS 26049 (C.D.
6 Cal. 2018) (Partner rates of \$1,150 and associate rates of \$750-\$765 approved); *Banas v.*
7 *Volcano Corp.* (N.D. Cal. 2014) 47 F.Supp.3d 957 (Partner rates of \$1,095 and associate rates
8 of \$620-\$770 approved).

9 37. Accordingly, the following hourly rates for counsel and paralegals at Aiman-
10 Smith & Marcy are well within the comparable range for attorneys in the Bay Area: Reed W.
11 L. Marcy (26 year Partner) \$1,000; Hallie Von Rock (19 year Partner) \$900; Brent Robinson
12 (10 year Partner) \$750; and Lisseth Bayona (3 year Associate) \$400.

13 38. Accordingly, attorneys' fees in the amount of \$400,000 (33.33% of the Total
14 Settlement Amount), which is substantially less than Plaintiff's counsel's lodestar, are fair and
15 reasonable under the circumstances, and under California precedent, along with \$40,228.64 in
16 litigation costs.

17 39. The settlement proposed by the parties here was reached only after extensive,
18 arm's-length negotiations. The parties engaged in discovery and exchanged documents
19 supporting their claims and defenses, exchanged letters and conducted meet-and-confer
20 conferences in which the parties' claims and defenses and supporting legal authorities and
21 documentary evidence were discussed at length, and conducted informal discovery discussions.
22 As a result of these activities, the parties had sufficient information to evaluate the strengths
23 and weaknesses of their claims and defenses, the risks involved in continued litigation for both
24 sides, and the appropriate settlement value of Plaintiff's PAGA claim. Despite zealous
25 advocacy on both sides, the parties determined that the risks of continued litigation favored the
26 compromise contained in the Settlement Agreement.

27 40. The parties agreed that the Total Settlement Amount set forth in the Settlement
28 Agreement, i.e., \$1,200,000, was a fair and reasonable sum for the resolution of Plaintiff's

1 PAGA claim. At mediation, Plaintiff calculated that Defendant's likely liability at trial was
2 estimated at \$5,500,000. However, given the dearth of trials of PAGA claims where penalties
3 are actually awarded, Plaintiff's counsel's experience is that in mediations for PAGA claims,
4 the Defendant and Mediator look at the total amount of pay periods involved with a maximum
5 per pay period penalty of \$100. Here, with 15,000 pay periods, that is a maximum of
6 \$1,500,000. Accordingly, a settlement of \$1,200,000 results in a per pay period penalty of \$80
7 per pay period, or 80% of the total penalty amount considered in typical settlement
8 negotiations.

9 41. The reasonableness of the Total Settlement Amount set forth in the Settlement
10 Agreement is also demonstrated by other cases in which other plaintiffs have resolved PAGA
11 claims for amounts less than the maximum penalty amount available. In *Carrington v.*
12 *Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529, for example, the trial Court reduced the
13 PAGA penalty amount to only \$150,000 (\$5 per violation) from a maximum penalty amount of
14 \$50,000,000 to \$70,000,000. The trial court stated that this reduction was warranted because
15 imposing the maximum penalty would be unjust, arbitrary, and oppressive based on
16 Starbucks's "good faith attempts" to comply with meal period obligations and because the
17 court found the violations were minimal. Similarly, here, Defendant argued that it
18 implemented lawful policies that foreclosed the violations alleged by Plaintiff, and made every
19 effort to comply with minimum wage, overtime, bonus structure, and meal period requirements
20 by implementing time keeping policies that assured payment for all hours worked and for any
21 missed meal periods. Plaintiff has strong arguments against these defenses, but even if
22 Plaintiff proved Defendant's liability, the possibility of a penalty reduction due to Defendant's
23 asserted good faith attempt to comply with the law would remain.

24 I declare under penalty of perjury under the laws of the United States of America that
25 the foregoing is true and correct.

26
27 Executed on January 8, 2024, at Oakland, California.

28 /s/ Hallie Von Rock

Hallie Von Rock

EXHIBIT A

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is made and entered into between Plaintiff DARRELL HONRINE in a representative capacity on behalf of THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY ("LWDA") and Defendant COAST COUNTIES TRUCK & EQUIPMENT COMPANY, a California Corporation ("Defendant" and/or "Coast Counties"). From time to time herein, Plaintiff and Defendant may collectively be referred to as the "Parties."

RECITALS

A. WHEREAS, on or about December 1, 2020, Plaintiff DARRELL HONRINE sent a letter to the California Labor and Workforce Development Agency ("LWDA") and to Defendant giving notice of his intent to pursue a representative action pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code § 2699 *et seq.* ("PAGA"), on behalf of himself and the State of California as well as on behalf of a proposed group of allegedly aggrieved employees. In the letter, Plaintiff claimed Defendant violated the Industrial Welfare Commission Wage Order and California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1199 and the related IWC Wage Order No. 1-2001. On or about January 13, 2021, Plaintiff DARRELL HONRINE sent a First Amended PAGA letter to the LWDA and to Defendant wherein Plaintiff claimed Defendant violated California Labor Code sections 1174 and the Wage Order. On or about March 4, 2021, Plaintiff DARRELL HONRINE sent a Second Amended PAGA letter to the LWDA and Defendant wherein Plaintiff claimed Defendant violated California Labor Code sections 1174, 1197, 510, 201, 202, 203, 204/204b, 226, and 558;

B. WHEREAS, on or about February 11, 2021, Plaintiff commenced an action against Defendant in the Superior Court of the State of California for the County of Alameda, Case No. RG21088933, entitled *The California Labor and Workforce Development Agency, a California governmental entity, ex rel. Darrell Honrine; and Darrell Honrine, individually* (the "Action") alleging the following claims: (1) Violations of the California Private Attorneys General Act; (2) Public Injunctive Relief; (3) Failure to Pay Minimum, Overtime, and Contractual Wages; (4) Failure to Pay Premium Meal Period Wages; (5) Failure to Provide Accurate Wage Statements; and (6) Failure to Pay All Wages Due at Separation. Claims 2–6 were brought by DARRELL HONRINE on an individual basis. On or about May 14, 2021, Plaintiff filed a First Amended Complaint against Defendant that only included claims for (1) Violations of the California Private Attorneys General Act; and (2) Public Injunctive Relief;

C. WHEREAS, on or about July 7, 2022, Defendant filed a Motion to Compel Arbitration and on August 25, 2022, the Court granted Defendant's Motion to Compel Arbitration of Plaintiff's Individual PAGA claims and denied Defendant's Motion to Dismiss Plaintiff's Representative PAGA claim;

D. WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and denies that the lawsuit is appropriate for representative treatment for any purpose other than settling this Action. Defendant contends, among other

things, that it has complied at all times with the California Labor Code and all other state and federal wage laws. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Action.

E. WHEREAS, the Parties desire to fully and finally resolve, settle, compromise, and discharge all differences and controversies between and among themselves, so as to avoid any further disputes, costs, inconveniences, or expenses of litigation;

F. WHEREAS, the Parties are separately entering into a Confidential Settlement Agreement in full satisfaction of Plaintiff's individual claims against Defendant ("Individual Settlement Agreement");

G. WHEREAS, this Agreement relates solely to the PAGA portion of the claims alleged in the operative complaint in the Action. For purposes of this settlement, the "PAGA Members" are defined as: all current and former non-exempt employees who worked for Coast Counties in California any time or times between from December 1, 2019, through the date of approval of the parties' settlement agreement by the Court, or March 1, 2024, whichever is earlier (the "PAGA Period");

H. WHEREAS, Plaintiff and Defendant have separately negotiated an individual settlement agreement, to resolve the entirety of the action, and

I. WHEREAS, because Plaintiff alleges claims under PAGA, the Parties acknowledge this Agreement must be approved by the Alameda Superior Court. Accordingly, the Parties enter into this Agreement on a conditional basis subject to the terms and conditions below and subject to Court approval.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is hereby agreed by and among the Parties as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by this reference and are hereby made part of this Agreement.

2. Total Settlement Amount. As consideration for the settlement described herein and the release contained in this Agreement, Defendant agrees to pay the total gross maximum sum of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) ("Total Settlement Amount"), subject to approval of the Court. The Total Settlement Amount includes all Individual Settlement Awards to PAGA Members, the Settlement Administration Costs, the Plaintiff's Counsel Award, the PAGA Representative Service Award, and the PAGA Payment to the LWDA.

3. Funding and Allocation of Total Settlement Amount.

3.1 Defendant shall pay the Total Settlement Amount to the Settlement Administrator in two installments. The first payment of \$450,000, is to be paid within thirty (30)

days of approval of the Effective Date. The second payment, of \$750,000, is to be paid no later than four (4) months after the first payment date.

3.2 The "Effective Date" is the date that the Court's judgment approving this settlement becomes final. For purposes of this Agreement, the judgment "becomes final" upon the last to occur of the following:

- a. The entry of a Judgment finally approving this Settlement.
- b. If an appeal has been taken or sought, seven (7) calendar days after the date the Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed (and upholding the Settlement) with no possibility of subsequent appeal or other judicial review.

3.3 Defendant will not object to Plaintiff's Counsel's request for reasonable attorneys' fees for Plaintiff's Counsel's litigation and resolution of this Action (not to exceed \$400,000), plus Plaintiff's Counsel's expenses and costs reasonably incurred in connection with the Action (not to exceed \$43,000.00) ("Plaintiff's Counsel Award").

3.4 Defendant will not object to Plaintiff's request for a PAGA Representative Service Award in an amount not to exceed \$500 allocated to Plaintiff DARRELL HONRINE, to be paid from the Total Settlement Amount.

3.5 The Parties agree to allocate not more than \$6,000.00 toward Settlement Administration Costs, which are the reasonable costs and fees of administration of this Settlement to be paid from the Total Settlement Amount, including but not limited to: (i) preparing and submitting to PAGA Members, the Parties, and government entities all appropriate tax filings and forms; (ii) computing the amount of and distributing Individual Settlement Awards, the Plaintiff's Counsel Award, the PAGA Representative Service Award, and the LWDA Payment; and (iii) preparing and submitting filings required by law in connection with the payments required by the Settlement. The Settlement Administrator is permitted to withhold its Settlement Administration Costs from the Total Settlement Amount at any time after Defendant's funding of the Total Settlement Amount.

3.6 The Net Settlement Amount is the amount remaining after deducting the Plaintiff's Counsel Award, the PAGA Representative Service Award, and the Settlement Administration Costs from the Total Settlement Amount. The Net Settlement Amount shall be paid, pursuant to PAGA, as follows: Seventy-five percent (75%) shall be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) shall be distributed to the PAGA Members on a pro rata basis, based upon their respective number of pay periods.

4. Individual Settlement Awards.

4.1 PAGA Members shall not be required to submit a claim in order to receive an Individual Settlement Award, and no portion of the Total Settlement Amount shall revert to

Defendant or result in an unpaid residue. If the Settlement is not approved by the Court in full, or is terminated, rescinded, canceled, or fails to become effective for any reason, then no portion of the Total Settlement Amount shall be paid.

4.2 Each PAGA Member will receive an Individual Settlement Award. Individual Settlement Awards shall be paid from the Net Settlement Amount pursuant to the formula set forth herein. The Individual Settlement Awards shall be mailed by the Settlement Administrator as set forth below in Section 8.1.

4.3 Individual Settlement Award payments shall be made by check and shall be made payable to each PAGA Member as set forth in this Agreement.

4.4 For tax purposes, one hundred percent (100%) of each Individual Settlement Award shall be allocated as penalties and shall not be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Member for the portion of his or her Individual Settlement Award.

4.5 If any Individual Settlement Award check remains uncashed after one hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be voided by the Settlement Administrator. Pursuant to Code of Civil Procedure section 384, any unpaid, unclaimed, or abandoned class member funds, plus any interest that has accrued thereon, shall be donated to a mutually agreeable nonprofit organization or foundation to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent.

4.6 It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any PAGA Member to additional compensation or benefits under any compensation or benefit plan or agreement in place during the period covered by the Settlement. It is the intent of the Parties that Individual Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to PAGA Members in connection with this Settlement, and that PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Awards.

5. Plaintiff's Counsel Award. Subject to Court approval, Plaintiff's Counsel will seek an award of reasonable attorneys' fees in an amount not to exceed one-third of the Total Settlement Amount, or Four Hundred Thousand Dollars (\$400,000.00). In addition, Plaintiff's Counsel will also seek an award of litigation costs and expenses associated with Plaintiff's Counsel's prosecution of the Action in an amount not to exceed Forty-Three Thousand Dollars (\$43,000.00). The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's Counsel Award. Plaintiff's Counsel will provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process the Plaintiff's Counsel Award. In the event that the Court reduces or does not approve the requested attorneys' fees and/or litigation costs to Plaintiff's counsel, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

6. PAGA Representative Service Award. Subject to Court approval, Plaintiff DARRELL HONRINE will seek a service award of \$500, to be paid from the Total Settlement

Amount. Plaintiff will be solely and legally responsible to pay all applicable taxes on his service award. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for his PAGA Representative Service Award. Plaintiff will provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process the PAGA Representative Service Award. In the event that the Court reduces or does not approve the requested service award to Plaintiff, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

7. Timing of Settlement Payment and Distribution.

7.1 The first payment is to be paid within thirty (30) days of the Effective Date.

First payment: \$450,000. This amount will be distributed as follows, 37.5% of the Claims Administration fees, 37.5% of the PAGA representative award, 37.5% of the PAGA Attorney's fees and costs, and the remaining amount will fund 37.5% of the Net PAGA Settlement Amount, of which 75% will be paid to the LWDA and 25% will be paid to the PAGA Members.

The second payment is to be paid no later than four (4) months after the first payment date.

Second payment: \$750,000. From this amount, the Claims Administrator shall pay the remaining amount of the PAGA representative award, the remaining amount of the PAGA Attorney's fees and costs, and the remaining amount of the Net PAGA Settlement Amount.

The \$1,200,000 "PAGA Settlement Amount" shall be allocated for payment as a release of all the PAGA claims as set forth below in "Released Claims", payment of Settlement Administration Expenses, Attorneys' Fees, and Attorneys' Expenses. All payments from the Net PAGA Settlement Amount made to the PAGA Members shall be allocated exclusively as penalties, for which the claims administrator shall issue a 1099.

The Settlement Administrator shall issue the payments as set forth above within thirty (30) calendar days of receiving each payment.

8. Settlement Administration.

8.1 Within thirty (30) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator with the name, last known mailing address of each Aggrieved Employee, and the total PAGA pay periods for each Aggrieved Employee. The Settlement Administrator shall mail the Individual Settlement Payments to the PAGA Members via first-class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes. For each notice packet returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single computer and/or "skiptrace" search to obtain an updated address.

8.2 As this is a settlement of a PAGA claim only, the Parties agree that the PAGA Members do not have the right to exclude themselves from or object to the Settlement. Upon the Effective Date, Plaintiff and the LWDA will have released any claims they may have for

alleged violations of the Labor Code experienced by the PAGA Members—regardless of whether they receive and/or cash an Individual Settlement Award—that are alleged or could have been alleged in this action based on the factual allegations in the Complaint and Plaintiff's notices to the LWDA.

8.3 Seventy-five percent (75%) of the Net Settlement Amount constitutes the LWDA Payment. The remaining twenty-five percent (25%) of the Net Settlement Amount shall be divided among PAGA Members on a pro rata basis, based on the number of pay periods each PAGA Member was employed during the PAGA Period. The Individual Settlement Awards will be determined by dividing the Net Settlement Amount by the aggregate number of pay periods worked by all PAGA Members, resulting in the Pay Period Value (i.e., Net Settlement Amount ÷ Total Pay Periods = Pay Period Value). The Pay Period Value will then be multiplied by each PAGA Member's respective number of pay periods in order to yield the PAGA Member's Individual Settlement Award. In determining each PAGA Member's pay periods, Defendant's records will be presumed to be correct, unless a PAGA Member proves otherwise by providing credible documentary evidence. All disputes concerning pay periods will be finally resolved and decided by the Settlement Administrator in a binding determination without hearing or right to appeal. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Award shall be binding upon the PAGA Members and the Parties.

8.4 The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

8.5 The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administrator responsibilities required by the Settlement.

8.6 The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amounts, as provided for in this Agreement. The Settlement Administrator shall never be empowered to make payments to Aggrieved Employee exceeding the total Net Settlement Amount or deviate from the payment formula agreed upon by the parties.

9. Reasonableness and Allocation of Settlement. Having engaged in significant formal discovery and further informal exchange of information prior to mediation, the Parties believe that this is a fair, reasonable, and adequate settlement of Plaintiff's PAGA Claim, and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors, present and potential, including the legal issues involved, Defendant's ability to pay, and the uncertainty of trial. The Parties recognize and agree that the value of the claims in the PAGA Claim are difficult to determine with any certainty and are subject to differing calculations. The Parties hereby agree that the formula for allocating the Total Settlement Amount is reasonable and that the payments provided herein are designed to provide fair settlement with respect to the PAGA Claim and are consistent with the purposes of PAGA.

10. Approval of Settlement. Plaintiff shall file a Motion for Approval of PAGA Settlement with the Alameda Superior Court. Plaintiff's attorney agrees to provide the LWDA with a copy of this Agreement and the Motion for Approval of PAGA Settlement on the same day

as the filing of the same in the Alameda Superior Court. In addition, Plaintiff's attorney will submit a copy of the Order Granting Approval of PAGA Settlement and Judgment to the LWDA within ten (10) days of the date of its entry, as required by Labor Code section 2699(1)(3).

10.1 If, for any reason, the Court declines to approve this Agreement, the Parties agree to use their best efforts to address the issues raised by the Court and renew their request for court approval. If, for any reason, the Court does not ultimately approve this Agreement, this Agreement shall be null and void, and shall not be referred to or utilized for any purpose. In that event, Defendant shall have no obligation to make any payment under this Agreement or its Individual Settlement Agreements with Plaintiff's. Defendant also does not waive but rather expressly reserves all rights to challenge Plaintiff's PAGA claims and allegations on all procedural and factual grounds, and to assert all applicable defenses if this Agreement is not approved by the Court.

11. Tax Treatment. Plaintiff and his attorneys agree to indemnify Defendant and hold Defendant harmless from any liability, including, but not limited to, penalties imposed by the IRS or other government agency, resulting from the characterization and reporting of payments made pursuant to this Agreement.

CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) PLAINTIFFS (A) HAVE RELIED EXCLUSIVELY UPON THEIR OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAVE NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) ARE NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THEM; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY PLAINTIFFS OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

12. Attorneys' Fees and Costs. The Parties agree that this Agreement resolves any claim for attorneys' fees and costs incurred in the Action or otherwise as between Plaintiff, on the one hand, and Defendant, on the other. The Parties shall each bear their own attorneys' fees and costs.

13. Scope of Release of Claims.

13.1 Upon the Effective Date, Plaintiff DARRELL HONRINE, as a representative of the State of California, and on behalf of the group of Aggrieved Employees, agrees to fully release and discharge Coast Counties, its and its agents, officers, employees, directors, owners, subsidiaries, DBA's, affiliates and parent companies, (the "Released Parties"), from any and all claims, causes of action, debts, liabilities, demands, damages, penalties, costs, and attorneys' fees, whether known or unknown, contingent or vested, arising from or based on a claim for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") for any violations of the Labor Code or Wage Orders that were alleged by Plaintiff in the Action, or that could have been alleged based on the facts asserted in the Action or Plaintiff's notices to the LWDA, including but not limited to claims for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1199 and the related IWC Wage Order No. 1-2001 (the "Released Claims"), during the PAGA Period.

13.2 Plaintiff understands and agrees that the Released Claims include not only claims presently known to Plaintiff, but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the released claims, as described in Section 13.1.

13.3 Plaintiff understands that he may hereafter discover facts different from what he now believes to be true, which if known, could have materially affected this Agreement, but, in exchange for the PAGA Representative Service Award, he nevertheless waives any claims or rights based on different or additional facts. Plaintiff knowingly and voluntarily waives any and all rights or benefits that he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

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.

13.4 The Parties hereto represent and warrant that they have the authority to enter into this Agreement on their own behalf and to bind all persons or entities who may claim through them.

14. Escalator Clause. Defendant has represented that the Aggrieved Employees have worked a total of no greater than 15,000 total pay periods during the PAGA Period. Should the actual number of pay periods worked by the Aggrieved Employees exceed 15,000 by more than 5% greater than this figure (i.e., if there are 16,500 or more total pay periods), then Defendant shall pay an additional sum proportionate to the increase in the pay periods over 5% (for example, if the number of pay periods is 6% greater than 15,000 pay periods, Defendant shall pay an additional 1% of the PAGA Settlement Amount). However, the Parties may also agree to modify the duration of the PAGA period as an alternative.

15. No Admission of Liability. Defendant denies all claims alleged in this Action and deny any wrongdoing whatsoever. Neither this Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant. The Parties agree that this Agreement will not be admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff or any PAGA Member, other than according to the terms of this Agreement and the Individual Settlement Agreements.

16. Jurisdiction of the Court. Following entry of the Order Granting Approval of PAGA Settlement and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties, Plaintiff's Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

17. Public Comment. Prior to approval of the PAGA settlement by the Court, the parties agree that this Agreement is confidential (except for purposes of enforcement) and that neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement. Other than as specifically set forth above, the parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case, and Plaintiff's counsel will not communicate with other wage-hour plaintiffs' counsel about this settlement, nor utilize it in any way in their marketing or advertising materials or website, until after Approval of the settlement. The parties agree that Tripper Ortman, who has assisted the parties as mediator in this case, may, at his discretion, execute a Declaration supporting the settlement, and the Court may, in its discretion, contact Mr. Ortman to discuss the settlement and whether or not the settlement is fair and reasonable.

18. Motion for Approval of PAGA Settlement. Plaintiff will prepare and provide a draft of the Motion for Approval of PAGA Settlement to Defendant at least five (5) business days prior to filing to allow Defense Counsel a reasonable opportunity to review and comment on it.

19. General Provisions.

19.1 This Agreement has been reviewed by the Parties hereto and their respective attorneys, and the Parties have had a full opportunity to negotiate the contents hereof. The Parties hereto expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement.

19.2 The Parties agree that this Agreement constitutes a compromise of and full accord and satisfaction of doubtful and disputed claims and shall not be treated as an admission of liability by anyone at any time, for any purpose.

19.3 The Parties to this Agreement agree to execute such other documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement.

19.4 The Parties agree that this Agreement, along with the Confidential Individual Settlement Agreement, contain the entire agreement between them, contain full and the only consideration for the terms agreed to herein, and that the terms of this Agreement are contractual and not a mere recital.

19.5 The Parties agree that upon the occurrence of the entry of judgment or dismissal pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6, and the Court shall retain exclusive and continuing equity jurisdiction of this Action of all Parties to the fullest extent to interpret, enforce, and effectuate the terms, conditions, intents and obligations of the Agreement.

19.6 Should any court action be filed by either party as a result of the breach of this Agreement, the prevailing party in such action shall be entitled to full reimbursement of its attorneys' fees incurred in such action.

19.7 No waiver by any party hereto of any breach of this Agreement by any other party shall operate or be construed as a waiver of any other or subsequent breach. No waiver by any party hereto of any breach of this Agreement by any other party hereto shall be effective unless it is in writing and signed by the party claimed to have waived such breach.

19.8 This Agreement may be amended only by a written instrument executed by the Parties hereto.

19.9 Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, such term or provision shall be deemed to be deleted as though it had never been a part of this Agreement, and the validity, legality and enforceability of the remaining terms and provisions shall not be in any way affected or imperiled thereby.

19.10 This Agreement shall be construed in accordance with the laws of the State of California.

19.11 This Agreement may be signed in counterparts by the Parties, and if so executed, each counterpart shall have the full force and effect of an original. With respect to the execution of this Agreement, a facsimile or electronic copy of a signatory's signature shall suffice and be treated as an original signature.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date this Agreement is signed.

DATED: 01/03/2024

Darrell Honrine
Darrell Honrine (Jan 3, 2024 17:38 MST)
DARRELL HONRINE
Plaintiff

DATED: December 26, 2023 | 10:55 AM PST

COAST COUNTIES TRUCK & EQUIPMENT
COMPANY

DocuSigned by:
By: Craig Archer
253CTCE4BF844BD...
Craig Archer

Approved As To Form:

DATED: 01/03/2024

AIMAN-SMITH & MARCY

HVR
Hallie Von Rock (Jan 3, 2024 18:06 PST)
HALLIE VON ROCK
Attorneys for Plaintiff
DARRELL HONRINE

DATED: January 1, 2024

GORDON REES SCULLY MANSUKHANI, LLP

SAT SANG KHALSA
SAT SANG KHALSA
Attorneys for Defendant
COAST COUNTIES TRUCK & EQUIPMENT
COMPANY

EXHIBIT B



Founded in August 2016, Atticus has administered 330 settlements and has distributed more than \$350 million in award payments. Collectively, the Atticus team has over 100 years of industry experience, and has managed over 3,000 settlements, and has distributed more than \$4 billion. Below is a partial listing of our cases, and the cases that our team has managed in the course of their careers.

Partial listing of Atticus' current cases and References

- Birbower v Quorn Foods Inc. -Consumer Food Labeling
- Guillen v AAA Limo-Consumer Finance
- Zamdio v Underground Rocket-CAFA
- Sears Trust
- Noll v Oxford-FLSA
- Kendall v Cubesmart-Consumer Finance
- Moskowitz v Atlanta Hawks-FACTA
- Santos v River Credit Works
- Tirado v Deluxe Auto Sales-Consumer Finance
- Chung v Alliance One-FDCPA
- Raff v Safevia-Consumer Finance
- Diaz v Azona-Wage & Hour
- Ronsinbaum v Flowers Foods
- Marroquin v Premium Packaging-FLSA
- Hernandez v So Molo CO-FLSA
- The Bakery v Kenneth Pritt et al-Mass Tort
- Ramirez v Milton Roy-Wage & Hour
- Meyers v bebe Stores-TCPA
- Isabel Marquez v Tanimura & Antle-FLSA
- Camacho v Southwest Harvesting-FLSA
- Velasquez v SMD-Wage & Hour
- Right at Home Settlement-Consumer
- Park v United Collections-FDCPA
- McGlenn v Sprint-FLSA
- Redon v La Esperanza Farms-FLSA
- Home Advisor Settlement
- Morales v OPARC-Wage & Hour
- Loness v US Legal Services-Consumer Fraud
- In Re Managed Care Solutions-Healthcare Anti-Trust
- Kruzell v Suncoast Credit Union-FCRA
- Comofort v Fernandez Brothers-Wage & Hour
- Harris v General Motors-FCRA
- Jillal v Diesel Services-FLSA



- Padilla v Valadeo-Wage & Hour
- Coyle v Flowers-FLSA
- Espinoza v Alicia Accoyo-Wage & Hour
- Santiago v Northland Group-Insurance
- Viesse v Tacoma Screw-FACTA
- Matthews v Red Hill Country Club
- Tharpe v Sprint Corp
- USI Settlement
- Benefield v Springco Metal Coatings
- Watkins v Pressler Pressler
- Thomas v Goodman Manufacturing
- Bruce v Del Monte Foods
- Best v Twins Towing Inc
- Ahmed v Beverly Hills Rehabilitation Services
- Cook v Window Nation
- Costco-46 State FLSA
- Meyers v Mathis Brothers
- Vela-Cruz v AG Transport
- Ayala et al v Olsen Brothers Ranches
- Big Saver Foods-FACTA Settlement
- Huynh v Parker -Hannifin Corp
- Soto v Vander Tuig Dairy
- Vinnitsky v LA Overnight
- Molando v Dayton Superior
- Party City-FACTA Settlement
- Wesco Aircraft Hardware Corporation Settlement
- Russell v KeHE Distributors
- Exact Staffing Settlement
- Allard v MEd Impact
- Escalata v La Tapatia Mexican Market
- Massarani v Waterman
- Martinez v Providence Farms
- Milo's Chicken Jerky Settlement (Mowbry v Milo's Kitchen)
- Wall v Hewlett Packard Industries
- Daisy Castro v Caterpillar Logistics
- Schucker v Flowers Foods International
- Vega v BAR Dairy
- Xcel Health Settlement
- McCurley v Derst Bakery
- Rosenbloom v Jets Pizza
- Marquez v D 'Arrigo Brothers
- Johnson v Thomson Reuters
- Caudle v Sprint Cellular
- Ciaz v ND Travel Nurses
- Sparks v Service Finance Company
- Smentek v Sheriff of Cook County



- Ibanez v OC Burger Boys
- De La Rosa v Coca Cola
- Porreca et al v Flowers Baking Company
- Event Merchandising Settlement
- Lopez c George Amaral Ranches
- JKM Trading Settlement
- Crema v New Jersey National Golf Club
- Diaz v Arcona Farms
- Flowers Texas Settlement
- Miller v Flowers Foods of North Dakota
- Flowers Global Settlement
- Ali v Sutter Valley Medical
- Douillard v Sprint Cellular
- Patterson v Volkswagen
- Johnson v Oxnard Automotive Exchange
- Goh v NCR Corporation
- Blackburn v APTIM Services
- SIP ERISA Settlement
- Rench v HMI-Wage & Hour
- Matise v Dun & Bradstreet-Wage & Hour
- Lazy Boy Furniture Galleries Settlement-Wage & Hour
- Gruma Bakeries FLSA Settlement
- Flowers Global FLSA Settlement
- Hud son v Valley Hope Hospital-Data Breach
- Bennett v Alorcia-PAGA
- Shachno v Pendry-PAGA/ Wage and Hour
- Matise v Dun & Bradstreet
- Gray v HCI-BIPA
- Jimenez v The Growers Company
- Supplemental Income Trust Settlement-ERISA
- Reyers v Unified Grocers
- Lyons v Green
- Manni v Lazy-Boy
- Carter v Bed Bath & Beyond
- Wall v Ashbritt
- Schulte-BIPA Settlement
- Carrillo v Mabry Management-PAGA/ Wage & Hour
- Fisher v Behavioral Health Services-PAGA/ Wage & Hour
- OFCCP v Sprint
- Boehm v BMW North America
- Carter v City of Ferguson-Civil Rights
- Gould v Farmers Insurance-TCPA
- Juarez v Laguna Farms-PAGA
- Power v Sandbox Logistics
- Andrews v Prestige Care-PAGA
- Foster v Advantage Sales



- Deak v In and Out Burger-PAGA

Partial listing of cases the Atticus Team has managed

- Tardiff v. Knox Count
- Nilsen v. York Count
- Tyler v. Suffolk Count
- Braun v. Walmart
- Lundeen v Canadian Pacific Railroad
- Frank v. Gold'n Plump Poultry
- Mass tort Guidant defibrillator
- Cazenave v. Sheriff Charles C. Foti
- Brecher v. St. Croix County
- McCain v. Bloomberg
- Carnegie v Household
- High Sulfur Gasoline Product Liability Shell Oil
- Merrill Lynch Securities Litigation
- McKesson HBOC Securities Litigation
- Raytheon Co. Securities Litigation
- Bokusky v. Edina Realty
- Applied Card Bank Credit Card Litigation
- Sun Country Employee Litigation
- Dupont Chemical Pollution Litigation
- Haight v Bluestem Brands, Inc. -TCPA
- Dugan v TGIF-Wage and Hour/FLSA
- Dunkel v Warrior Energy-Energy-Wage & Hour
- Shelby v Miller Investment Group-Consumer Finance
- Salas v Watkins Manufacturing-FLSA
- Dull v IPS-Energy Sector Wage & Hour
- Wallach v FFG-TCPA
- Bourgeoisie v City of Baltimore-Consumer Fees
- Brown v Alley-FLSA
- Turner v ACD-Wage & Hour
- Villa v San Francisco 49'ers-Consumer Fees
- Thomas v Solvay
- Reid v Unilever-Mass Tort
- Zeller v PDC Corporation-FLSA
- Murr v Capital One-Consumer Fraud
- Redman v City of Chicago- Consumer Fees
- Ernst v Sterling-Dish Case-Consumer Fraud
- Ott-Publix-FLSA
- Ellsworth v US Bank-Consumer Finance
- Vidra v Midland Financial-Consumer Finance
- Vu v Performance Recovery



- Freeman v Berkeley Packaging-FLSA
- Martin v JTH-TCPA
- Walker v Core Power Yoga-Wage & Hour
- Froberg v Cumberland Packaging-Stevia in the Raw Settlement-False Labeling
- Debarsekin v L2T-FLSA & Wage and Hour
- Gay v Tom's of Maine-False Labeling
- Templeton Rye -False Labeling
- Belardes v Farm Fresh to You-FLSA
- Tin Cup Settlement-False Labeling
- Johnson v ScanSAT-Medical Billing Fees
- Garcia v EJ Amusement-FLSA and Wage & Hour
- Doran v Forever Grand Vacations-Consumer Fraud- Time Share
- Velasco v Chrysler Corp-Recall
- Covell v Sleep Train-Wage & Hour
- Torres v Kwon Yet Lung-FACTA
- Redman v IMAX-FACTA
- Target Date Breach-Financial Institutions
- In Re Motor Fuel- Hot Fuel Case- Consumer Fraud
- Haight v Bluestem-TCPA
- Martin v JTH-TCPA



Your Project Team

Chris Longley, JD – CEO and Co-Founder – Former President of Dahl Administration, a nationally recognized Claims Administration Company. Licensed Attorney, admitted to practice Minnesota, 8th Circuit and United States Supreme Court. During Longley's Tenure at Dahl, he successfully managed some of the highest profile cases in the last few years, including *In Re Motor Fuel* (Hot Fuel), an all-digital notice campaign with over 160 mm class members in 36 states and US Territories, and the Target Data Breach- Financial Institutions Settlement.

Roger Bauser – Operations, Co-Founder of Analytics LLC – One of the first Claims Administration companies in the US (founded in 1977), Roger has over 40 years of experience in the industry and has worked on some of the largest cases, including McKesson Securities Litigation, a billion- dollar securities class action settlement. In addition to Roger's time at Analytics, he also worked with Rust Consulting.

Bryn Bradley – Director of Project Management – Bryn has over 15 years of Project Management experience within the industry, having worked with two large Settlement Administrators, Rust Consulting and Dahl Administration. Bryn's past claims administration work included the day-to-day activities of several high- profile consumer, employment and other types of cases. Bryn has extensive experience with CAFA Notices and Class Certification campaigns. Bryn is an honor's graduate of the University of Minnesota-Duluth and enjoys running and camping in her free time.

Joel Prest – Director of Technology – Joel has 15 years of experience with software development and project management. Joel has expertise in designing scalable solutions to allow end users to work more efficiently with easy to use applications. Joel's prior work history includes Human Resource Management, which allows him to understand system payroll needs, HIPPA, and tax requirements necessary for employment related cases.

Jim Hardy, CPA (Inactive) – Co-Founder and CFO – Prior to co-founding Atticus, Jim held finance leadership positions over a twenty-year period in a variety of industries (contract manufacturing - implantable medical devices, sheet-fed printing, and commodity trading) where the wide-range of responsibilities and challenges from these experiences has enabled him to develop a versatile set of finance, administrative and operations skills.

Mike Gelhar – Practice Director, Employment & Distributions – Mike brings over 15 years of payroll experience in employment law case experience. Along with his payroll knowledge, Mike is also bringing his work experience as he managed the processing and distribution of one of the nation's largest Labor and Employment administrators. These cases ranged from a few hundred claimants to over 700,000 claimants in all 50 states, including Puerto Rico.

Kim Ness – Principal-Kim joins the Atticus team with over 23 years of Project Management experience in the settlement administration industry. Her class action experience includes managing over 325 projects in the consumer, finance, insurance, employment, securities, market conduct, consumer fraud, discrimination, public sector and regulated areas. She is a graduate of the University of Nebraska-Lincoln and, being born and raised in Nebraska, is a devoted, enthusiastic and hopeful Nebraska Cornhusker football fan.



Beth Paris – Project Coordinator-Beth joins the Atticus team as an experienced project coordinator and business analyst. Prior to joining Atticus, Beth worked for the judicial branch, specializing in Information Technology enhancements and efficiencies, for the day-to-day system functions within court operations. Beth is a certified Scrum Master with years of experience in team building, coaching and mentoring project teams. In her free time, she dedicates her attention to her animal rescue and enjoys the Minnesota summers at the family cabin.

Phil Hoelscher – Project Coordinator-Phil has been a Project Coordinator with the Atticus Administration since the beginning of 2019, after serving Atticus in the Customer Service Representative role for six months prior. Phil graduated from the University of MN, Duluth with a Bachelor of Fine Arts in Acting.

EXHIBIT C

Honrine v. Peterbilt PAGA Case
Cost Detail

Date	Description	Cost
12/02/20	LWDA – PAGA filing fee	\$75.00
12/02/20	Certified mailing of PAGA Notice	7.10
12/31/20	LexisNexis – December 2020 legal research	4.54
01/31/21	LexisNexis – January 2021 legal research	8.14
02/11/21	One Hour Legal – filing fee re Summons and Complaint	548.77
02/19/21	Alameda County Superior Court – docket search fee	1.00
02/28/21	LexisNexis – February 2021 legal research	13.85
03/04/21	Certified mailing of 2nd Amended PAGA Notice	7.20
03/31/21	LexisNexis – March 2021 legal research	9.82
04/06/21	One Hour Legal – service of process of Summons and Complaint	92.50
04/13/21	One Hour Legal – filing fee re Proof of Service of Summons and Complaint	66.47
04/30/21	LexisNexis – April 2021 legal research	9.82
05/13/21	One Hour Legal – filing fee re Request for Dismissal of individual claims only	66.47
05/14/21	One Hour Legal – filing fee re First Amended Complaint	83.51
05/31/21	LexisNexis – May 2021 legal research	40.20
06/14/21	One Hour Legal – filing fee re Case Management Statement	66.47
07/21/21	Alameda County Superior Court – advance deposit toward jury fees	150.00
08/23/21	Ortman Mediation – mediation fees for 02/15/22 mediation	10,000.00
11/19/21	One Hour Legal – filing fee re CMC Statement	47.90
11/22/21	One Hour Legal – delivery fee for chambers copy of CMC	89.00
03/15/22	Alameda County Superior Court – fee to download Notice of Case Relocation	2.00
03/31/22	LexisNexis – March 2022 legal research	115.09

04/06/22	UPS – overnight delivery of discovery requests to client for review and preparing response	36.69
04/06/22	One Hour Legal – filing Joint Consent to Electronic Service	135.90
04/06/22	UPS – overnight delivery of discovery to client for response	36.69
04/30/22	LexisNexis – April 2022 legal research	70.48
05/09/22	One Hour Legal – filing fee re CMC Statement	46.90
05/09/22	One Hour Legal – fee to serve chamber’s copy of CMC Statement	89.00
05/31/22	LexisNexis – May 2022 legal research	11.86
06/06/22	Allman & Petersen – expert services 03/01/22-03/08/22	4,205.00
07/20/22	One Hour Legal – filing fee re Opposition to Motion to Compel Arbitration	190.20
07/31/22	LexisNexis – July 2022 legal research	43.11
08/22/22	Alameda County Superior Court – download Minutes & Order re 08/02/22 hearing on Motion to Compel Arbitration	2.00
08/31/22	LexisNexis – August 2022 legal research	7.08
09/30/22	LexisNexis – September 2022 legal research	4.43
10/05/22	Alameda County Superior Court – fee to download Minutes re 08/25/22 Hearing on Motion to Compel Arbitration	2.00
10/28/22	JAMS – filing fee re Demand for Arbitration re client’s individual claim and individual PAGA claim	409.26
10/28/22	One Hour Legal – filing fee re Notice of Appearance for LB	135.90
10/28/22	One Hour Legal – filing fee re Notice of Appearance for LB	3.00
10/31/22	LexisNexis – October 2022 legal research	33.88
11/30/22	LexisNexis – November 2022 legal research	240.95
12/17/22	Alameda County Superior Court – fee to download document re Motion to Vacate	2.00
12/27/22	One Hour Legal – filing fee re Opposition to Motion to Vacate Trial Date and Stay Proceedings	275.20
01/31/23	LexisNexis – January 2023 legal research	5.06
02/28/23	LexisNexis – February 2023 legal research	11.89
03/04/23	Alameda County Superior Court – fee to download Minutes and Order re hearing on	5.00

	Defendant's Motion to Vacate Trial Date and Stay Proceedings	
03/31/23	LexisNexis – March 2023 legal research	47.00
06/12/23	One Hour Legal – filing fee re Joint Status Report	46.90
06/30/23	LexisNexis – June 2023 legal research	10.95
07/18/23	Joffe Investigations – locate 2 witnesses to serve subpoenas	250.00
07/31/23	LexisNexis – July 2023 legal research	146.44
08/11/23	Allman & Petersen Economics – retainer for expert services	2,125.00
08/22/23	One Hour Legal – service of process of deposition subpoenas	180.00
08/22/23	Southwest – LB airfare to Bay Area for depositions	507.96
08/22/23-08/25/23	Airbnb – hotel for LB during depositions	256.24
08/22/23-08/25/23	Meals during Honrine, Farrell, Sorensen, Arias depositions	82.48
08/22/23-08/25/23	Taxis during Honrine, Farrell, Sorensen, Arias depositions	191.30
08/31/23	LexisNexis – August 2023 legal research	185.75
09/01/23	Southwest – LB airfare to Bay Area for arbitration	507.96
09/05/23-09/07/23	Airbnb – LB hotel during trip to Bay Area for arbitration and pre-arbitration work	1,249.15
09/05/23-09/07/23	Meals for LB during trip to Bay Area for arbitration and pre-arbitration work	151.42
09/05/23-09/07/23	Taxis for LB during trip to Bay Area for arbitration and pre-arbitration work	381.16
09/06/23	Imagine Reporting – Darrell Honrine deposition transcript	1,807.25
09/06/23	Jan Brown & Associates – Brian Farrell deposition transcript	1,616.11
09/06/23	Jan Brown & Associates – Mike Sorensen deposition transcript	1,752.80
09/06/23	Jan Brown & Associates – Jonae Arias deposition transcript	1,397.15
09/06/23	Jan Brown & Associates – Nick Kangrga deposition transcript	2,718.33
09/11/23	Allman & Petersen Economics – 08/07/23-09/11/23 expert services	3,481.25

09/11/23	LexisNexis – September 2023 legal research	227.37
09/30/23	LexisNexis – September 2023 legal research	127.82
10/31/23	LexisNexis – October 2023 legal research	49.65
	Estimated closing costs	500.00
	Postage Charges	47.87
	Copier Charges: 10,700 copies @ \$0.25	2,675.00
	TOTAL	\$40,228.64

EXHIBIT D

CURRICULUM VITAE OF AIMAN-SMITH & MARCY

FIRM BIOGRAPHY

Aiman-Smith & Marcy, PC, is a boutique plaintiffs' law firm that has successfully litigated individual, representative, and class action cases for plaintiffs across a broad variety of areas, including unpaid wages, unpaid overtime, missed meal and rest breaks, uniform reimbursement, consumer fraud, securities fraud, employment discrimination, civil rights, sex harassment, wrongful termination, whistleblower retaliation, and others. The firm represents exclusively plaintiffs, in all aspects of litigation, including trial and appeals. Aiman-Smith & Marcy began in 2005, although the principals have worked together since 1997.

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ATTORNEYS

RANDALL B. AIMAN-SMITH (SBN 124599)

Randall Aiman-Smith earned his Juris Doctor degree from University of California, Berkeley School of Law in 1986. While at Berkeley Law, Mr. Aiman-Smith served as a member of the editorial board of the California Law Review and, additionally, on the Moot Court Board. Mr. Aiman-Smith was an adjunct faculty member at University of California Law, San Francisco, for seven years and has been a frequent presenter at continuing educational seminars.

Mr. Aiman-Smith is admitted to practice in state and federal courts in California, including the Northern District, Central District, Ninth Circuit, and the Tenth Circuit Court of Appeals, and the California Supreme Court. Additionally, Mr. Aiman-Smith has been admitted *pro hac vice* in several other jurisdictions.

Over the 30 years that Mr. Aiman-Smith has been practicing law, he has worked exclusively as a litigator in the state and federal trial and appellate courts on behalf of

plaintiffs seeking to vindicate their rights under the law. Mr. Aiman-Smith has tried numerous cases in the state and federal courts and has taken at least 25 cases to judgment or verdict, including serving as lead trial counsel in *Rivero v. City and County of San Francisco* (judgment of \$2.3 million in damages and fees after 15 years of litigation in 2008), *Williams v. Union Pacific Railroad* (individual discrimination verdict of \$1.7 million in 2009); *Aghmane v. Bank of America* (\$1.6 million jury verdict for defamation and blacklisting in 2018), and *Benton v. Telecom Network Specialists* (\$9.5 million total to class in wages, interest, and penalties).

The firm and Mr. Aiman-Smith have also taken numerous matters to the state and federal courts of appeal on behalf of both appellants and respondents resulting in the creation of significant legal precedents favorable to plaintiffs. Published decisions where Mr. Aiman-Smith was counsel of record and had primary responsibility for writing briefs and making oral arguments include: *Bergemann v. United States*, 820 F.2d 1117 (10th Cir. 1987); *Eidsmore v. R.B.B., Inc.*, 25 Cal.App.4th 1989 (1994); *Rivero v. Superior Court (Smith)* (1997) 54 Cal.App.4th 1048; *Rivero v. City and County of San Francisco*, 316 F.3d 857 (9th Cir. 2002); *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701.

Most recently, Mr. Aiman-Smith was lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

Mr. Aiman-Smith has also served as the lead attorney in numerous cases where class certification has been granted over defendants' opposition, including *Nucci v. Rite Aid Corp.* (N.D. Cal. Feb. 3, 2022) 2022 US Dist. LEXIS 142121 (25,000 employee class) and *Brown v. Abercrombie & Fitch Co.* (C.D. Cal. July 16, 2015) 2015 US Dist. LEXIS 176214 (65,000 employee class).

REED W. L. MARCY (SBN 191531)

Reed W. L. Marcy obtained his Bachelor's degree with High Honors in French Literature in 1983 and his Master's degree in French Literature in 1985, both from the University of California, Berkeley. Mr. Marcy graduated from University of California Law, San Francisco, in 1997 and was admitted to practice in California in December 1997. Mr. Marcy was awarded numerous academic honors at UC Law SF, including the American Jurisprudence Award, the David Snodgrass Oral Advocacy Award, the California Computerized Legal Instruction Award, and awards for civil rights and art law. Mr. Marcy was Associate Executive Editor for *Comm/Ent*, the journal of intellectual property law, and published a note on patent law. Mr. Marcy has been a frequent

presenter of continuing legal education programs on employment law and legal research topics through National Business Institute.

Mr. Marcy is admitted to practice in state and federal courts in California, including the Northern District, Central District, Eastern District, Ninth Circuit, and Court of Appeals, along with the California Supreme Court, and has been admitted *pro hac vice* in Ohio and Oklahoma.

Mr. Marcy began working as a law clerk for Randall Aiman-Smith in 1995, while still a law student. After graduation and admission to the Bar in 1997, Mr. Marcy continued working as an attorney for Mr. Aiman-Smith, becoming a partner in Mr. Aiman-Smith's firm in 2002. In 2005, Mr. Marcy and Mr. Aiman-Smith formed Aiman-Smith & Marcy.

Mr. Marcy has abundant experience as a civil litigator, including extensive experience in all phases of employment law and class actions from initial client intake through trial and appeal. Mr. Marcy has been the lead attorney for dozens of employment and consumer class actions and has extensive experience in employment law appellate practice. Published decisions where Mr. Marcy had responsibility for writing briefs and making oral arguments include *Rivero v. City and County of San Francisco*, 316 F.3d 857 (9th Cir. 2002); *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701. Mr. Marcy successfully argued for overturning summary judgment in a defamation and blacklisting action in the Ninth Circuit in *Aghmane v. Bank of America, N.A.*, 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case Number 15-15482 (unpublished memorandum). The case was successfully tried to a \$1.6 million verdict in February 2018. Mr. Marcy also argued the appeals in *Selkirk v. Grasshopper House, LLC* (2d Dist. Cal. Div. 7, March 16, 2020) and *Ezeokoli v. Uber Techs.* (1st Dist. Cal. Div. 3, January 13, 2021). Mr. Marcy was the supervising attorney in *Carroll v. City and County of San Francisco, et al.* (2019) 41 Cal.App.5th 805 (reversing demurrer and applying continuing violation and continuous accrual doctrine to age discrimination in disability benefits). Most recently, Mr. Marcy was one of the lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) and performed the examination and cross-examination of the expert witnesses, which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

Mr. Marcy is currently the Top 10 Wage & Hour President for 2022 – 2023 for the National Trial Lawyers Association.

HALLIE VON ROCK (SBN 233152)

Ms Von Rock graduated with a Bachelor of Arts degree from University of California, Berkeley with Honors in 1999. Ms Von Rock graduated from University of California Law, San Francisco, in 2004 and was admitted to practice in California in December, 2004. Ms Von Rock was awarded numerous academic honors at UC Law SF, including the Witkin Award for Excellence for Trial Advocacy and CERCLA Outstanding Achievement Awards for Trial Advocacy and for Moot Court. Ms Von Rock was an Editor for West Northwest Environmental Law Journal.

Ms Von Rock is admitted to practice in state and federal courts in California, including the Northern District, Central District, Southern District, and Court of Appeals, along with the California Supreme Court.

Ms Von Rock has worked with Randall Aiman-Smith and Reed Marcy since 1996, while still an undergraduate at University of California, Berkeley. Ms Von Rock began working as a law clerk for Mr. Aiman-Smith and Mr. Marcy during her last year of law school in June 2003 and was hired as an Associate following admission to the California Bar in 2004. Ms Von Rock has been a partner at Aiman-Smith & Marcy since 2012.

During Ms Von Rock's significant litigation experience, she has worked on numerous employment and consumer cases and class action cases. Ms Von Rock has experience in all aspects of litigation and class action work, including trial and appeal. She has been lead counsel in numerous employment and consumer class actions. Published decisions where Ms Von Rock had responsibility for writing briefs include *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, and the unpublished decision in *Aghmane v. Bank of America, N.A.*, 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case Number 15-15482. Ms Von Rock was trial counsel in *Aghmane v. Bank of America*, which was successfully tried to a \$1.6 million verdict on defamation and blacklisting in February 2018. Most recently, Ms Von Rock was one of the lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

BRENT A. ROBINSON (SBN 289373)

Mr. Robinson graduated with a Bachelor of Arts in English from the University of California, Santa Barbara, and spent a year abroad studying at the University of Leeds in the U.K. He graduated in the top quintile of his law school class at the University of San Francisco School of Law, where his work garnered the CALI Award for Excellence in Legal Ethics, the California Academy of Appellate Lawyers Award for Best Brief in the

Roger J. Traynor Appellate Moot Court Competition, and an award for Outstanding Individual Achievement in Oral Argument at the same competition.

Mr. Robinson has extensive experience litigating the full spectrum of employment claims, including harassment, discrimination, retaliation, disparate impact, wage and hour, and Private Attorneys General Act claims. Mr. Robinson also has experience litigating tort claims including wrongful death and serious personal injury claims.

Mr. Robinson is a member of Aiman-Smith & Marcy's class action litigation group. As part of that team, he fights high-stakes battles against some of the top defense firms and the largest corporations, and has established new law in California. *See, Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805, review and depublication denied (Jan. 29, 2020); *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281, review granted and pending (Jun. 14, 2023). Representative cases include:

- *Aghmane v. Bank of America Corporation N.A.* (N.D.Cal. Case No. 4:13-cv-03698) (2018 \$1.6m jury verdict, plus a finding of liability for punitive damages, and a subsequent confidential settlement);
- *Carroll v. City and County of San Francisco et al.* (San Francisco Super. Ct. Case No. CGC-17-526580; First Dist. Ct. of App. Case Nos. A154569 and A155208; Cal. Supreme Ct. Case No. S259558) (first-chair in class action trial);
- *Rahman/Bautista Diaz v. Gate Gourmet, Inc.* (N.D.Cal. Case No. 3:20-cv-03047-WHO; Los Angeles Super. Ct. Case No. 20STCV34299; C.D.Cal. Case No. 2:20-CV-09454 FLA (MAAx); MDL No. 3012);
- *Piplack et al. v. In-n-Out Burgers* (Orange Co. Super. Ct. Case No. 30-2019-01114510, Fourth Dist. Ct. of App. Case No. G061098, Cal. Supreme Ct. Case No. S279546; Sonoma County Superior Case No. SCV-268956, First Dist. Ct. of App. Case Nos. A165320 and A165403; Cal. Supreme Ct. Case No. S275185; Second Dist. Ct. of App. Case No. B319885);
- *Lewis v. Simplified Labor Staffing Solutions* (Cal. Supreme Ct. Case No. S278457); and
- *Cosio v. IPAA et al.* (San Francisco Super. Ct. Case No. CGC-16-551337; First Dist. Ct. of App. Case No. A153333).

Mr. Robinson is admitted to practice in all California state courts, and in the United States District Courts for the Northern, Eastern, and Central Districts of California.

Mr. Robinson is a member of the California Employment Lawyers Association, serves on that organization's Reverse Auctions Panel, and is a member of that organization's Wage & Hour Committee. He has also been recognized by Super Lawyers

as a Northern California Rising Star for 2022 and 2023.

LISSETH BAYONA (SBN 338135)

Ms Bayona received her J.D. from the University of Southern California (USC) Gould School of Law. While there, she served as a judicial extern to the Honorable Patrick J. Walsh of the United States District Court for the Central District of California, where she drafted a criminal judicial opinion. Also, while at Gould, she served as an extern for the U.S. Attorney's Office for the Central District of California. As a Criminal Division Extern, she had the opportunity to work closely with a trial team of Assistant U.S. Attorneys on a money laundering case.

Ms Bayona is a member of Aiman-Smith & Marcy's class action litigation group. As part of that team, she has successfully fought high-stakes legal battles against well-resourced and highly competent defense firms. *See, e.g., Cal. Labor & Workforce Dev. Agency ex rel. Raymond v. CompuCom Sys.* (E.D.Cal. Mar. 9, 2023, No. 2:21-cv-02327-KJM-KJN) 2023 U.S.Dist.LEXIS 40710.

JOSEPH CLAPP (SBN 99194) *Of Counsel

Mr. Clapp received his Bachelor of Arts degree in Economics from the University of California at Berkeley in 1978. While attending college, he organized the 1,500 workers in Yosemite National Park into a union. In 1981, Mr. Clapp received his J.D. degree from McGeorge School of Law, University of the Pacific, and while attending McGeorge he served as the Comments Editor for the Pacific Law Journal.

Mr. Clapp is admitted to practice in federal and state courts in California, including the U.S. District Court for the Northern District of California, the U.S. District Court for the Eastern District of California, the Ninth Circuit Court of Appeals, and the California Supreme Court.

Mr. Clapp began his career with the trial firm of Herron & Herron in 1982 and remained with that firm for 26 years. Thereafter, he spent a year with the firm of Kumin Sommers before opening his own practice. In 2012, he became “of counsel” to Aiman-Smith & Marcy.

Throughout his career, Mr. Clapp has always fought for those who work for a living. He has litigated all aspects of the employment relationship, and his cases have included wrongful or discriminatory discharges, the failure to pay wages due (e.g., overtime, prevailing wages), substandard working conditions (e.g., meal periods), and the failure to pay earned pensions (ERISA). He has tried numerous cases and has prosecuted numerous appeals in both in state and federal courts. He was lead counsel for two published appellate victories: *George v. California Unemployment Insurance Appeals Board* (2009) 179 Cal.App.4th 1475 (public employee’s retaliation lawsuit survives claim and issue preclusion defenses), and *Walker v. Berkeley Housing Authority*, 951 F.2d 182 (9th Cir. 1991) (biased decision-maker violates public employee’s Due Process rights). Most recently, Mr. Clapp won reversal of summary judgment in *Duffey v. Tender Heart Home Care Agency, LLC*, (2019) 31 Cal.App.5th 232 (temporary agency and care home were plaintiff’s joint employers under the Domestic Workers Bill of Rights). Other published cases include *Rodriguez v. Akima Infrastructure Servs. LLC* (9th Cir. 2019) 747 Fed.Appx. 625 (reversing summary judgment) and *Sucillio v. Perk* (9th Cir. 2022) 25 F.4th 1118.

Mr. Clapp has successfully tried several employment cases to judgment since joining Aiman-Smith & Marcy.

JOHN A. LOFTON (SBN 222259) *Of Counsel

Mr. Lofton graduated from the University of Texas at Austin with honors in 1998, and received his law degree from the University of California at Berkeley (Berkeley

Law) in 2002. He clerked for Chief Justice Veasey of the Delaware Supreme Court in 2001 and co-authored “Computer Security Publications: Information Economics, Shifting Liability and the First Amendment” (Whittier Law Review, Vol. 24, No. 1).

Mr. Lofton joined the California State Bar 2002. Prior to joining Aiman-Smith & Marcy, Mr. Lofton worked as a litigator for several large firms, including litigating employment cases from the defense side. He has been of counsel with Aiman-Smith & Marcy since 2019. His practice focuses on employment and consumer fraud, representing individual employees and consumers as well as litigating on their behalf in class actions and other representative actions.

Since joining Aiman-Smith & Marcy, Mr. Lofton has handled several employment class actions and actions under the Private Attorney General Act (PAGA), including the rare feat of successfully bringing a wage and hour class action within a bankruptcy.

REPRESENTATIVE CASES FOR AIMAN-SMITH & MARCY

A representative list of significant class actions, representative actions, and jury trials in which the attorneys at Aiman-Smith & Marcy have served as lead counsel or co-class counsel includes:

Aghmane v. Bank of America NA, U.S. District Court, Northern District, Case No. No.: C13-03698 DMR (\$1.6 million jury verdict for defamation and blacklisting), *see also*, 696 Fed.Appx. 175 (9th Cir. 2017 (Ninth Circuit Opinion reversing summary judgment on defamation and blacklisting claims)).

Bean v. Hugo Boss Retail, Inc., U.S. District Court, Northern District, Case No. 3:13-cv-05921-RS (employee class action for uniform reimbursement, bag searches, and missed breaks).

Benton, et al. v. Telecom Network Specialists, Inc., Los Angeles County Superior Court, Case No. BC354230, published as (2013) 220 Cal.App.4th 701 (employee class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases); (summary judgment awarding \$7.6 million in overtime, meal, and rest break pay and trial awarding \$1.28 million in Labor Code §203 penalties) (total judgment \$9.5 million).

Billingsley v. Ross Dress for Less, Inc., Alameda Superior Court case no. RG17864196 (employee class action for uniform reimbursement).

Booker, et al. v. Tanintco, Inc., Los Angeles County Superior Court, Case No. BC349267 (class action for overtime, meal and rest breaks).

Bradley, et al. v. Networkers International, LLC, San Diego County Superior Court, Case No. GIC 862417, published as (2012) 211 Cal.App.4th 1129 (employee class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases).

Brawner v. Bank of America, United States District Court, Northern District of California, Case No. 3:2014cv02702 (employee class action for misclassification as exempt).

Brown v. Abercrombie & Fitch Co., 2014 U.S. Dist. LEXIS 19414, N.D. Cal., February 14, 2014, Case No.: 4:13-CV-05205 YGR (employee class action for uniform reimbursement; 62,000 person class certified), consolidated with *Bojorquez v. Abercrombie & Fitch Co.*, Southern District of Ohio, Case No. 2:16-cv-00551-MHW (250,000 employees) (\$25 million settlement).

Carroll v. City and County of San Francisco, et al. San Francisco Superior Court case no. CGC-17-562580 (employee class action for age discrimination in payment of retirement benefits); published at *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805 (reversing demurrer on basis of continuing violation and continuous accrual doctrines) (class certified).

Cohen v. FedEx Office and Print Services, Inc., Alameda County Superior Court Case No. RG17810621 (consumer class action under Fair and Accurate Credit Transactions Act).

Cosio v. International Performing Arts Academy, LLC, et al., (San Francisco Superior Court Case No. CGC-16-551337) (consumer class action for violation of Talent Agency Act) (class certified).

Duffey v. Tender Heart Home Care Agency, LLC, Superior Court of Contra Costa County, No. MSC15-02271 (employee claim for overtime against temporary agency and care home as joint employers) published as *Duffey v. Tender Heart Home Care Agency, LLC*, (2019) 31 Cal.App.5th 232 (reversing summary adjudication on the basis of joint employer relationship).

Frye v. Jyve, Inc., San Francisco Superior Court case number CGC-20-582236 (PAGA action for missed breaks against defunct gig company).

Green, et al. v. Presidio International, Inc. dba A|X Armani Exchange, San Francisco Superior Court, Case No. CGC 13-536365 (employee class action for uniform reimbursement, bag searches, and missed breaks).

Guess? Outlet Stores Pricing Cases, Los Angeles County Superior Court Case No. JCCP 4883 (consumer retail pricing class actions).

Hurtado, et al. v. Lowe's HIW, U.S. District Court, Northern District, Case No. CV-11-1996 (consumer class action under Song-Beverly Credit Card Act).

Holmes, et al. v. Big Five Sporting Goods, Los Angeles County Superior Court, Case No. JCCP4667 (consumer class action under Song-Beverly Credit Card Act).

Jerominski v. Walgreen Co., consolidated as *In re Walgreen Co. Wage and Hour Class Action*, U.S. District Court, Central District of California, Case No. 11-cv-07664-PSG (FFMx) (40,000 employee class action for bag searches) (\$23 million settlement).

Jones v. Armanino LLP, Alameda County Superior Court, Case No. RG 13-68105 (consumer class action for accounting negligence).

Kulvicki, et al. v. Pick-N-Pull Auto Dismantlers, Alameda County Superior Court, Case No. RG11560441 (employee class action for misclassification).

Lemons et al. v. Rite Aid Corp., consolidated with *Ramirez v. Rite Aid Corp.*, U.S. District Court, Northern District of California. case number CV 20-3531-GW (employee class action for off-the-clock security searches).

Mauldin v. Frito Lay, Inc. Alameda Superior Court Case No. RG16811677 (employee class action for overtime).

Mendes, et al. v. B-4 Partners, LLC, et al., Alameda County Superior Court, Case No. RG11603095, consolidated with *Noble v. Greenberg Traurig, LLP*, Alameda County Superior Court, Case No. RG11593201 (consumer class action for securities fraud, Ponzi scheme) (\$83 million settlement).

Milton v. Best Buy Stores, L.P., U. S. District Court, Central District of California, Case No. CV11-6913, consolidated as *Gass, et al. v. Best Buy Stores, L.P.*, U.S. District Court, Central District of California, Case No. CV 11-01507 SJO (JCGx) (consumer class action under the Song-Beverly Credit Card Act).

Lewis v. Simplified Labor Staffing Solutions, Cal. Supreme Ct. Case No. S278457 (request for depublication granted).

Nakooka v. Dollar Tree Stores, Inc., U.S. District Court, Northern District of California, Case No. 3:17-CV-03955-JD (employee class action for uniform reimbursement).

Nucci, et al. v. Rite Aid Corporation, et al., U.S. District Court, Northern District of California, Case No. 19-CV-01434-LHK (26,000 person employee class action certified for uniform reimbursement).

Ortiz v. CVS Caremark Corporation, et al., U.S. District Court, Northern District of California, Case No. CV 12-05859 EDL; related with *Murphy v. CVS Caremark Corp.*, Los Angeles County Superior Court No. BC464785 (30,000 employee class action for bag searches, off-the-clock work) (\$12.75 million settlement).

Padilla, et al. v. Mygrant Glass Co., Alameda Superior Court, Case No. RG18906877 (employee class action and PAGA action for labor code violations).

Paknad v. Intuitive Surgical, Inc., et al., Santa Clara Superior Court Case No. 19CV350641, 6th District Court of Appeal Case No. H050711 (individual FEHA and retaliation action; petition for extraordinary writ pending).

Palma v. Mercury Insurance Services, LLC, San Bernardino Superior Court, Case No. CIV-DS1911981 (PAGA action for off-the-clock time).

Ping v. See's Candy Shops, Inc. U.S. District Court, Northern District of California Case No.: 3:19-cv-02504-RS (employee class action for uniform reimbursement).

Piplack et al. v. In-n-Out Burgers, Orange Co. Super. Ct. Case No. 30-2019-01114510, Fourth Dist. Ct. of App. Case No. G061098, Cal. Supreme Ct. Case No. S279546; Sonoma County Superior Case No. SCV-268956, First Dist. Ct. of App. Case Nos. A165320 and A165403; Cal. Supreme Ct. Case No. S275185; Second Dist. Ct. of App. Case No. B319885 (PAGA action for failure to reimburse uniform-related expenses)

Price, et al. v. EXI Parsons Telecom, Los Angeles County Superior Court, Case No. BC351252 (employee class action for overtime, meal and rest breaks).

Rahman v. Gate Gourmet, Inc., U.S. District Court, Northern District of California, case number 3:20-cv-03047-WHO (employee class action for off-the-clock donning and doffing time).

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