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9
10 Attorneys for Plaintiffs

11
12 **IN THE SUPERIOR COURT OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF ALAMEDA**

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

18 Plaintiffs,)

19 v.)

20 VISUAL EDGE, INC., a Delaware)
21 corporation; CHRIS WALLACE, an)
22 individual; and DOES 1-15, inclusive,)

23 Defendants.)
24)
25)
26)
27)
28)

Case No.: RG21105541

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

DATE: NOVEMBER 15, 2023

TIME: 2:30 PM

DEPT. 16

HON. TARA DESAUTELS

RESERVATION ID: 391126737874

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. Visual Edge, Inc., et al.*, Alameda Superior Court Case
7 No. RG21105541.

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 April 2, 2021, Plaintiff sent notice to Defendant and the LWDA giving notice
20 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 conducted business in California with a principal place of business in San
23 Bernardino, California, and primarily participates in the mercantile industry by selling, renting,
24 and distributing office products and supplies. Plaintiff's PAGA Notice defined the proposed
25 group of Aggrieved Employees as "all non-exempt employees of Defendant working in
26 California at any time during the Claim Period," i.e. at any time from April 2, 2020. Plaintiff
27 alleged that Defendant's conduct with respect to the Aggrieved Employees violated Wage
28 Order No. 5 and Labor Code §§ 201, 202, 204, 204b, 226, 226.7, 510, 512, 515, 551, 552,

1 1102.5, 1174, and 1197. *Id.* The LWDA did not respond to Plaintiff's PAGA Notice or
2 otherwise indicate that it intended to investigate Plaintiff's allegations.

3 6. On July 15, 2021, Plaintiff submitted an amended notice to Defendant and the
4 LWDA ("Amended PAGA Notice"). Plaintiff's Amended PAGA notice alleged that, in
5 addition to the violations alleged in Plaintiff's PAGA Notice, Defendant's conduct violated
6 Labor Code §§ 558, 1174(d), 1198, and 1199, for falsification of timekeeping records. The
7 LWDA did not respond to Plaintiff's Amended PAGA Notice or otherwise indicate that it
8 intended to investigate Plaintiff's allegations.

9 7. On July 19, 2021, Plaintiff commenced the present action against Defendant in
10 the Superior Court of the State of California for the County of Alameda. Plaintiff's complaint
11 ("Complaint") brought the following claims: (1) Failure to Pay Minimum, Overtime, and
12 Contractual Wages; (2) Failure to Pay Premium Meal Period Wages; (3) Failure to Provide
13 Accurate Wage Statements; (4) Failure to Reimburse Necessary Business Expenses; (5) Failure
14 to Pay All Wages Due at Separation; (6) Whistleblower Retaliation; (7) Harassment in
15 Violation of the California Fair Employment and Housing Act; (8) Discrimination in Violation
16 of the California Fair Employment and Housing Act; (9) Violations of the California Attorneys
17 General Act; and (1) Public Injunctive Relief.

18 8. All causes of action contained in Plaintiff's Complaint other than Plaintiff's
19 cause of action for violations of the PAGA were brought by Plaintiff in his individual capacity.
20 Those causes of action are not part of this PAGA settlement and have been settled through an
21 individual settlement agreement between Plaintiff and Defendant. If the Court requests,
22 Plaintiff will submit a copy of the individual settlement for *in camera* review. Defendant has
23 bargained for a contractual obligation to hold confidential the amount of consideration paid to
24 Plaintiff to settle his individual harassment, discrimination, retaliation, and wage claims.
25 Disclosure of the amount of consideration would deprive Defendant of part of its bargained for
26 consideration. In addition, in the view of defense counsel as told to Plaintiffs' counsel,
27 disclosure in the public record of the settlement amount would threaten serious injury to
28 Defendant by putting a metaphorical target on Defendant's back, and thereby risk incentivizing

1 suspect lawsuits brought by employees whose grievances are not actionable but who see only
2 the dollar value of Plaintiff's settlement and think they can obtain the same, but who are not
3 privy to litigation history, the evidence, and the merits arguments regarding Plaintiff's
4 individual claims that motivated the parties' compromise of those claims. According to
5 Defense counsel's claim to Plaintiffs' counsel, due to the ever-increasing costs of litigating
6 even suspect claims, disclosure threatens to substantially increase Defendants' potential
7 liability without regard to Defendant's actual conduct.

8 9. From the beginning of this litigation, Defendant challenged the merits of
9 Plaintiff's PAGA claim on several bases, including the assertions that Defendant required all
10 workers to record all hours worked and, therefore, off-the-clock work was the result of
11 individual employees not following Defendant's policies, that Defendant reimbursed
12 employees for all business expenses submitted, that Defendant maintains and enforces facially-
13 lawful meal break policies, that Defendant pays employees for any missed meal periods, that
14 Defendant provided appropriate PPE, and that Defendant complied with CalOSHA laws.

15 10. In addition to challenging the merits of Plaintiffs' PAGA claim, Defendant
16 contended that numerous individualized inquiries would be required to determine liability in
17 this case and would render any trial unmanageable, which would deny Defendant its rights to
18 due process and a fair trial and subject the action to dismissal.

19 11. Moreover, Defendant claimed that Plaintiff's complaints, such as for off-the-
20 clock duties and unsafe work conditions of using the stair crawler, related only to delivery
21 drivers and that of the 151 Aggrieved Employees, there were only 7 delivery drivers in the
22 PAGA period. Defendant also claimed that even if Plaintiff could present a manageable trial
23 plan, and carry their burden of proving the merits of his claims, the Court could exercise the
24 discretion granted to it under the PAGA to "award a lesser amount than the maximum civil
25 penalty amount specified . . . if, based on the facts and circumstances of a particular case, to do
26 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

27 12. In December 2021, Defendant served written discovery on Plaintiff, including
28 special interrogatories, form general and employment interrogatories, request for admissions,

1 and requests for production of documents. Plaintiff provided substantive responses and
2 documents in response in March 2022.

3 13. In December 2022, Plaintiff served written discovery on Defendant, including
4 special interrogatories, form general and employment interrogatories, and requests for
5 production of documents. Defendant responded to these discovery responses in January 2023.

6 14. The parties also engaged in the *Belaire-West* notice process for Defendant to
7 provide the contact information of Aggrieved Employees to Plaintiff.

8 15. Subsequently, the parties met and conferred over the scope of discovery and data
9 necessary for mediation and Defendant informally provided additional documents, as well as
10 time and payroll data.

11 16. The Settlement was reached through extensive, arms-length negotiations with the
12 assistance of well-respected mediator Louis Marlin, Esq. The parties engaged in a full-day
13 mediation that was facilitated by informal exchanges of documents, information, data,
14 discussions with plaintiff, interviews with Aggrieved Employees, an analysis of meal break
15 records by an expert consultant, and the expertise of an experienced mediator who set forth the
16 risks for each side in further litigating the matter.

17 17. The case did not settle the day of the mediation, but the mediator made a
18 settlement proposal. Thereafter, both parties agreed to the mediator's proposal.

19 18. During the settlement negotiations, each side, represented by its respective
20 counsel, recognized the substantial risk of an adverse result in the case given the claims and
21 defenses asserted. It was by balancing these considerations that the parties came to the
22 agreement set forth in the Settlement Agreement, which represents a compromise and
23 settlement of highly disputed claims.

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

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

2 21. Defendant has identified 151 Aggrieved Employees who worked during the
3 PAGA Period, from April 2, 2020, through June 2023. Per Defendant's records, these
4 Aggrieved Employees worked a total of 6,565 pay periods.

5 22. Per the PAGA, from the Net Settlement Amount, 75%, or \$273,143, shall be paid
6 to the LWDA. The remaining 25%, or \$79,048, shall be distributed among the Aggrieved
7 Employees, which will be divided by the total number of pay periods for a per-pay period
8 amount of approximately \$12, which will be multiplied by the number of pay periods each
9 Aggrieved Employee worked during the PAGA Period to determine the amount he or she will
10 receive. For example, an Aggrieved Employee who worked 40 pay periods during the PAGA
11 Period would receive \$480 (40 x \$12).

12 23. Plaintiff spent a significant amount of time helping counsel with the prosecution
13 of this action and performed the following tasks: (1) communicating extensively with counsel
14 on numerous occasions; (2) detailing his experiences and producing copies of documents; (3)
15 assisting in preparing complaint; (4) engaging in discovery; (5) preparing for and attending the
16 mediation; and (6) reviewing the terms of and signing the Settlement Agreement. Plaintiff also
17 undertook personal and financial risks as a PAGA representative that should be rewarded.

18 24. In light of the work that Plaintiff performed on behalf of the LWDA and the
19 Aggrieved Employees, the requested PAGA Representative Service Award of \$500 for
20 Plaintiff is reasonable and appropriate.

21 25. The Settlement Administrator will pay out of the Total Settlement Amount to
22 itself its reasonable fees and expenses after such payment has been approved by the Court. I
23 sought multiple bids and Atticus Administration submitted the lowest quote for its
24 administration costs, capping those costs at \$3,756 based upon the current number of
25 Aggrieved Employees. Atticus is a well-known and respected settlement administrator and
26 should be approved by the Court. A true and correct copy of the resume of Atticus
27 Administration is attached hereto as Exhibit B.

28 26. Plaintiffs' counsel's litigation costs were all reasonable and necessary expenses

1 in litigating and resolving this action. A true and correct copy of the itemized list of Plaintiffs'
2 counsel's out-of-pocket costs, in the amount of \$14,553, is attached hereto as Exhibit C.

3 27. Plaintiffs also seek 33.33% of the Total Settlement Amount, or \$165,000, in
4 attorneys' fees.

5 28. A true and correct copy of the firm resume for Plaintiff's Counsel is attached
6 hereto as Exhibit D.

7 29. The attorneys' fees sought by Plaintiffs will compensate Plaintiffs' counsel for
8 work performed in recovering a significant benefit for the LWDA and the Aggrieved
9 Employees.

10 30. Plaintiff's counsel undertook this matter solely on a contingent basis, with no
11 guarantee of recovery. With no guarantee of success, Plaintiff's counsel placed their own
12 resources at risk, including over 304 hours of their time, to prosecute this action. If Plaintiff's
13 counsel were unsuccessful in the prosecution of this case, they would receive nothing in return
14 for this time, or for their out-of-pocket costs. Despite these risks, Plaintiff's counsel took their
15 duty to represent the LWDA and the Aggrieved Employees seriously, and expended all of the
16 time and resources necessary to vigorously prosecute this case. As a result, Plaintiff's counsel
17 were able to demonstrate to Defendant that it faced potential exposure sufficient to engage in
18 serious settlement negotiations and to settle Plaintiffs' claim on behalf of the LWDA.

19 31. A relevant factor in determining attorneys' fees is whether the litigation required
20 Plaintiff's counsel to forego other employment. Additional work was available that Plaintiff's
21 counsel had to forgo to devote the time necessary to pursue this litigation.

22 32. A comparison of the lodestar of Plaintiff's counsel with the amount of
23 attorneys' fees sought here also supports the propriety of the fees requested. Plaintiff's counsel
24 spent a total of 304.6 to date prosecuting this action and calculated the resulting lodestar fee on
25 those hours at \$241,660, which is substantially more than the amount of fees being sought
26 here.

27 33. The time spent by Plaintiff's attorneys on the case included the following tasks:
28 time spent on pre-filing tasks including several interviews with Plaintiff, preparation of the

PAGA charge, drafting complaint and initiating documents, reviewing Defendant's answer, review of standing orders, review of notices from the court, meeting and conferring with defense counsel for preparing joint case management conference statements, drafting and editing of case management statements, reviewing case management orders, communicating with plaintiff, preparing the *Belair-West* notice process, interviewing class members, preparing draft declarations, preparing and reviewing emails with opposing counsel, drafting and editing meet and confer letters, review opposing counsel meet and confer letters, teleconferences with opposing counsel, preparing discovery, interviewing plaintiff for responding to discovery, reviewing and preparing documents to produce from plaintiff, documents and extensive time and payroll data produced by defendant, meeting and conferring with opposing counsel regarding discovery, researching and preparing memos for various legal theories, including specific Covid regulations in effect and CalOSHA regulations, communicating with expert consultant on meal break calculations for mediation, reviewing expert calculations, preparing extensive mediation brief with exhibits and further summaries of brief for mediator, attending all day mediation, drafting and editing PAGA settlement agreement, meeting and conferring over terms of settlement agreement and edits thereto, and preparation of motion for settlement approval, declaration, and supporting documents.

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

Attorney	Rate	Hours	Total
Hallie Von Rock	\$900	126.5	\$113,850
Brent Robinson	\$750	125.8	\$94,350
Lisbeth Bayona	\$400	31.4	\$12,560
Reed Marcy	\$1,000	20.9	\$20,900
Total		304.6	\$241,660

35. The hourly rates of the attorneys at Aiman-Smith & Marcy are commensurate with rates awarded in California state courts and Northern and Central District courts. *See, e.g., Hadsell v. City of Baldwin Park*, Los Angeles Superior Court No. BC548602 (Partner rates of \$1,100 and associate rates of \$550-\$850 rates approved); *Independent Living Center of S. Cal. V. Kent*, 2020 U.S. Dist Lexis 13019 (C.D. Cal. 2020) (Partner rates of \$1,025 and associate

1 rates of \$600-\$815 approved); *Nozzi v. Housing Authority*, 2018 U.S. Dist.LEXIS 26049 (C.D.
2 Cal. 2018) (Partner rates of \$1,150 and associate rates of \$750-\$765 approved); *Banas v.*
3 *Volcano Corp.* (N.D. Cal. 2014) 47 F.Supp.3d 957 (Partner rates of \$1,095 and associate rates
4 of \$620-\$770 approved).

5 36. Accordingly, the following hourly rates for counsel and paralegals at Aiman-
6 Smith & Marcy are well within the comparable range for attorneys in the Bay Area: Reed W.
7 L. Marcy (26 year Partner) \$1,000; Hallie Von Rock (19 year Partner) \$900; Brent Robinson
8 (10 year Partner) \$750; and Lisseth Bayona (3 year Associate) \$400.

9 37. Accordingly, attorneys' fees in the amount of \$165,000 (33.33% of the Total
10 Settlement Amount) are fair and reasonable under the circumstances, and under California
11 precedent, along with \$14,553 in litigation costs.

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

22 39. The parties agreed that the Total Settlement Amount set forth in the Settlement
23 Agreement, i.e., \$500,000, was a fair and reasonable sum for the resolution of Plaintiff's
24 PAGA claim. With respect to penalties potentially available should Plaintiff succeed with all
25 his claims at trial, Plaintiff calculated that the following penalties could apply:

- 26 • Off-the-clock violations arise under Labor Code sections 1197, 510, 204/204b, 226,
27 and 558;
- 28 • Meal period violations arise under Labor Code sections 512, 226.7, 204/204b, 226,
and 558;

- Reimbursement violations arise under Labor Code sections 2802, 558, 221, and 223;
- Separation violations arise under Labor Code sections 201 and 202; and
- CalOSHA violations arise under Labor Code sections 6400, 6402, 6403, and 6407.

At mediation, Plaintiffs assumed that if the Court awarded a flat \$100 for each wage and hour violation, and \$10,000 per CalOSHA violation, this would result in \$3.05 million in civil penalties. If the Court found that Defendant did not violate the Covid regulations in effect at the time, and thus did not violate CalOSHA, and awarded only \$100 per pay period total for all wage and hour violations combined, this results in penalties for the current number of pay periods of \$656,500. In agreeing to resolve Plaintiff's PAGA claim for \$500,000, which is an amount less than this potential trial award, Plaintiff considered Defendant's defenses and the risks of future litigation and believed the compromised amount was a favorable and fair outcome.

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

I declare under penalty of perjury under the laws of the United States of America that

1 the foregoing is true and correct.

2
3 Executed on August 7, 2023, at Oakland, California.

4 /s/ Hallie Von Rock

5
6 _____
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 CARLOS LARA in a representative capacity on behalf of THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY (“LWDA”) and all current and former aggrieved employees, on the one hand (“Plaintiff”), and Defendant VISUAL EDGE, INC., a Delaware Corporation (“Defendant”) on the other. From time to time herein, Plaintiff and Defendant may collectively be referred to as the “Parties.”

This Settlement shall be binding on the LWDA and Plaintiff as its proxy and on Defendant and any present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, managers, members, principals, employees, partners, agents, attorneys, insurers, successors and assigns, legal representatives, and any individual or entity which could be jointly liable with Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

A. WHEREAS, on or about April 2, 2021, Plaintiff CARLOS LARA 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, 204b, 221, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1102.5, 1197, 1197.1, 1198, 1199, 2699 2802, 6310, 6311, 6400, 6402, 6403, and 6407. Plaintiff submitted a first amended notice to the LWDA on July 15, 2021, claiming that Defendant violated Labor Code sections 558, 1174(d), 1198, and 1199 for falsification of timekeeping records.

B. WHEREAS, on or about July 19, 2021, Plaintiff commenced an action against Defendant in the Superior Court of the State of California for the County of Alameda, Case No. RG21105541, entitled *The California Labor and Workforce Development Agency, a California governmental entity, ex rel. Carlos Lara; and Carlos Lara, individually* (the “Action”) alleging the following claims: (1) Failure to Pay Minimum, Overtime, and Contractual Wages; (2) Failure to Pay Premium Meal Period Wages; (3) Failure to Provide Accurate Wage Statements; (4) Failure to Reimburse Necessary Business Expenses; (5) Failure to Pay All Wages Due at Separation; (6) Whistleblower Retaliation; (7) Harassment in Violation of The California Fair Employment and Housing Act; (8) Discrimination in Violation of The California Fair Employment and Housing Act; (9) Violations of the California Private Attorneys General Act; and (10) Public Injunctive Relief (“Action”). Claims 1–8 and 10 were brought by Carlos Lara on an individual basis. Plaintiff purported to bring Claim 9 on a representative basis on behalf of the LWDA.

C. WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and deny 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;

D.W. HEREAS, 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;

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

F.W. HEREAS, 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 employed with Defendant VISUAL EDGE, INC., in California at any point from April 2, 2020 through the date of entry of an order approving this Settlement (the "PAGA Members"); and

G.W. HEREAS, 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 Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) ("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 within twenty (20) business days of the Effective Date. 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, provided no objection is made to this Settlement prior to or at the hearing for approval of this Settlement, or if any objection is made, but is resolved formally and withdrawn prior to the final approval hearing of this Settlement.
- b. If an objection to this Settlement is made before or at the hearing for final approval (that is not resolved prior to the hearing and is formally withdrawn), sixty-one (61) calendar days after the Judgment is entered, provided no appeal is filed.
- c. 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.

3.2 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 33.33% of the Total Settlement Amount), plus Plaintiff's Counsel's expenses and costs reasonably incurred in connection with the Action (not to exceed \$15,000.00) ("Plaintiff's Counsel Award").

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

3.4 The Parties agree to allocate not more than \$4,100.00 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.

3.5 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. The payment to the LWDA shall be made within twenty (20) business days of Defendant's funding of the Total Settlement Amount.

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 7.1.

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. Thereafter, within sixty (60) calendar days after the last day to cash a given check, the funds represented by any uncashed or undeliverable checks shall be distributed by the Settlement Administrator to the State Controller's Office for allocation to the Unclaimed Property Fund administered by the State of California in the name of the individual to whom the funds belong. PAGA Members whose Settlement Awards are cancelled or remain uncashed shall, nevertheless, be deemed to have released their PAGA claims pursuant to this Settlement.

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 33.33% of the Total Settlement Amount, or One Hundred Sixty-Five Thousand Dollars (\$165,000.00). 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 Fifteen Thousand Dollars (\$15,000.00). Plaintiff's Counsel shall be paid any Court-awarded attorneys' fees within twenty (20) business days of Defendant's funding of the Total Settlement Amount. Plaintiff's Counsel will be solely and legally responsible to pay all applicable taxes on the Plaintiff's Counsel Award. 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 CARLOS LARA will seek a service award of \$500, to be paid from the Total Settlement Amount. The PAGA Representative Service Award shall be paid within twenty (20) business days of Defendant's funding of 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. Settlement Administration.

7.1 Within ten (10) business days of the Effective Date, Defendant will compile and provide in electronic form to the Settlement Administrator, Atticus Administration, the following information concerning the PAGA Members: (1) full name; (2) last known home address and telephone number; (3) number of pay periods employed during the PAGA Period, which is defined as April 2, 2020 through the date of entry of an order approving this Settlement; and (4) Social Security Number. The Settlement Administrator shall run all the addresses of PAGA Members through the United States Postal Service National Change of Address database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) and perform a skip tracing process to obtain current address information. The Settlement Administrator will agree to treat the list of PAGA Members as confidential. Within twenty (20) business days of Defendant's funding of the Total Settlement Amount, the Settlement Administrator will mail the Individual Settlement Awards to the PAGA Members by first class mail. The Settlement Administrator will perform an address follow-up, including skip tracing, on returned mail and will re-mail the Individual Settlement Awards to an updated address (if any) within three (3) business days of receipt of the returned mail. The Parties intend that reasonable, but not extraordinary, means are to be used to locate PAGA Members. If no other address is found, no further action is required.

7.2 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.

7.3 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 pay period data 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.

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

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

7.6 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.

8. 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.

9. Approval of Settlement. The Parties, by Joint Stipulation Requesting Approval of PAGA Settlement; and [Proposed] Order Granting Approval of PAGA Settlement and Judgment, shall apply for approval of this Agreement by the Alameda Superior Court in accordance with Labor Code section 2699(l) for purposes of effectuating this Agreement. Plaintiff's attorney agrees to provide the LWDA with a copy of this Agreement and the Joint Stipulation Requesting Approval of PAGA Settlement; and [Proposed] Order Granting Approval of PAGA Settlement and Judgment 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(l)(3).

9.1 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 do not waive but rather expressly reserve 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.

10. Tax Treatment. Plaintiff and their 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.

11. 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.

12. Scope of Release of Claims.

12.1 In consideration for Defendant entering into this Agreement, Plaintiff, in his capacity as a private attorney general acting on behalf of himself and as a proxy or agent of the LWDA, agrees to fully release and discharge Defendant and any present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, managers, members, principals, employees, partners, agents, attorneys, insurers, successors and assigns, legal representatives, and any individual or entity which could be jointly

liable with Defendant (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 referenced in Paragraph A of the Recitals, including but not limited to claims for alleged violations of Labor Code sections 201–204, 204b, 221, 225.5 223, 226, 226.3, 226.7, 510, 512, 558, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699, 2802, 6310, 6311, 6400, 6402, 6403, 6407, 6427, 6428, 6429, or 6432. (the “Released Claims”), during the PAGA Period.

12.2 Plaintiff understand and agree 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 12.1.

12.3 Plaintiff expressly agree not to bring or prosecute a representative action under PAGA against Defendant for any claim that could have been raised in this action at any time in the future.

12.4 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.

12.5 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.

13. 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.

14. 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.

15. Public Comment. The Parties and their counsel will not, unless required by law, issue any press releases or have any communications to the press concerning this litigation, or the terms of this Agreement, and/or the business practices of Defendant, except that this provision shall not limit communications with PAGA Members, so long as the subject matter of such communications is limited to this Settlement. Nothing in this provision shall affect the ability of Plaintiff's Counsel or the Administrator to carry out their duties consistent with and as required by any other provision herein. Nothing contained in this Paragraph shall limit or restrict Plaintiff's Counsels' ability to file a declaration with any court that identifies this case by name and case number and provides any information about this case and the Settlement in such declaration reasonably necessary to the filing with such court.

16. 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.

17. General Provisions.

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 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.

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

17.9 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.

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

17.11 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: Jun 27, 2023

 Carlos Lara Jun 27, 2023 14:40 PDT

CARLOS LARA
Plaintiff

DATED: _____

VISUAL EDGE, INC.

By: _____
Defendant

Approved As To Form:

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.

17.6 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.

17.7 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.

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

DATED: _____

CARLOS LARA
Plaintiff

DATED: 6/27/2023

VISUAL EDGE, INC.

By:  

Defendant
CHRO

Approved As To Form:

DATED: Jun 27, 2023

AIMAN-SMITH & MARCY



Hallie Von Rock (Jun 27, 2023 14:43 PDT)

HALLIE VON ROCK

Attorneys for Plaintiff

CARLOS LARA

DATED: _____

ORRICK, HERRINGTON & SUTCLIFFE LLP

KATIE E. BRISCOE

Attorneys for Defendant

VISUAL EDGE, INC.

DATED: _____

AIMAN-SMITH & MARCY

HALLIE VON ROCK
Attorneys for Plaintiff
CARLOS LARA

DATED: 6/28/2023

ORRICK, HERRINGTON & SUTCLIFFE LLP

Katie Briscoe

KATIE E. BRISCOE
Attorneys for Defendant
VISUAL EDGE, INC.

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 Safeviah-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 (Mawbry 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 Bridley – 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

Lara v. Visual Edge
Cost Detail

Date	Description	Cost
04/02/21	Certified mailing of PAGA Notice	\$22.90
04/03/21	LWDA – filing fee for PAGA Notice	75.00
04/21/21	Further certified mailing	21.00
04/30/21	LexisNexis – April 2021 legal research	29.97
07/19/21	One Hour Legal – filing fee re Civil Case Cover Sheet	148.74
07/29/21	One Hour Legal – filing fee re Proof of Service re Notice of Assignment and Notice of Initial Case Management Conference and Order	97.44
07/31/21	LexisNexis – July 2021 legal research	47.72
08/04/21	One Hour Legal – service of process of Summons and Complaint	96.00
08/09/21	Alameda County Superior Court – download conformed Proof of Service re Notice of Assignment and CMC	12.00
09/16/21	One Hour Legal – substituted service of Summons and Complaint on Chris Wallace	137.00
09/22/21	Joffe Investigations – investigation services to locate defendant Chris Wallace	200.00
10/01/21	One Hour Legal – filing fee re Proof of Service on Chris Wallace	177.00
10/29/21	Alameda County Superior Court – advance deposit toward jury fees	150.00
10/29/21	Alameda County Superior Court – transaction fee for e-filing Notice of Posting Jury Fees	5.00
10/29/21	One Hour Legal – filing fee re Notice of Posting Jury Fees	62.90
11/17/21	One Hour Legal – filing fee re CMC Statement	47.90
11/30/21	LexisNexis – November 2021 legal research	28.90
02/02/22	Alameda County Superior Court – fee to download Minutes and Order re CMC	4.00
02/03/22	Alameda County Superior Court – fee to download Minutes and Order re CMC	4.00
03/15/22	Alameda County Superior Court – fee to download Notice of Case Relocation	2.00

03/31/22	LexisNexis – March 2022 legal research	28.40
04/28/22	One Hour Legal – filing fee re Joint Consent to Electronic Service	135.90
05/04/22	One Hour Legal – filing fee re CMC Statement	46.90
05/04/22	One Hour Legal – service of chamber’s copy of CMC Statement	89.00
05/31/22	LexisNexis – May 2022 legal research	30.61
06/20/22	Simpluris – claims administration fee to send out <i>Belaire</i> Notice	550.00
06/30/22	LexisNexis – June 2022 legal research	30.61
11/01/22	One Hour Legal – filing fee re CMC Statement	46.90
11/01/22	One Hour Legal – service of chamber’s copy of CMC Statement	69.00
11/30/22	LexisNexis – November 2022 legal research	8.45
01/19/23	Louis Marlin Mediations – mediation fees for 03/02/23 mediation	8,000.00
01/31/23	LexisNexis – January 2023 legal research	2.82
02/28/23	LexisNexis – February 2023 legal research	12.23
03/02/23	Allman & Petersen Economics – 02/14/23-02/22/23 expert services	2,818.75
03/09/23	One Hour Legal – filing fee re Joint CMC Statement	66.90
03/10/23	One Hour Legal – service of chamber’s copy of Joint CMC Statement	71.00
03/31/23	LexisNexis – March 2023 legal research	29.06
06/30/23	LexisNexis – June 2023 legal research	40.59
	Estimated closing costs – file PAGA settlement documents	300.00
	Postage Charges	3.24
	Copier Charges: 3,213 copies @ \$0.25	803.25
	TOTAL:	\$14,553.08

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).

Rivera v. Uniqlo California, LLC, U.S. District Court for the Central District of California, Case No. 17-CV-02848-JAK (JPR) (employee class action for uniform reimbursement).

Robinson, et al. v. Defender Security Company, Alameda County Superior Court, Case No. RG10505016 (employee class action for misclassification and off-the-clock work).

Saberi, et al. v. Bridgestone Firestone Retail & Commercial Operations, Alameda County Superior Court. Case No. RG08406555 (employee class action for misclassification) (\$14 million settlement).

Smith, et al. v. S.Com, Inc., San Francisco County Superior Court, Case No. CGC-02-412968 (employee misclassification class action)

Westman, et al. v. Rogers Family Funeral Homes, Contra Costa County Superior Court, Case No. C 98-03165 (consumer class action for negligence).

Williams v. Bank of America, N.A., U.S. District Court, Central District of California, Case No. SACV 15-01597 AG (KESx) (employee misclassification class action).

Williams v. Union Pacific Railroad Co., Alameda County Superior Court Case No. RG 06251955 (race discrimination jury verdict of \$1.6 million).

Zimmelman Jewelry v. CrossCheck, Sonoma County Superior Court Case No. SCV 229654 (consumer class action for unfair business practices).