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Attorneys for Plaintiff
AUGUSTINE BARRY, ON BEHALF OF HIMSELF,
AND ALL OTHERS SIMILARLY SITUATED

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

AUGUSTINE BARRY, an individual, on
behalf of himself, and all others similarly
situated;

Plaintiff,

vs.

PARETO INC. d/b/a PARETO AI., a Delaware
corporation; PHOEBE YAO, an individual, and
DOES 1 through 50, inclusive;

Defendants.

Consolidated Case No. 25CV117381 (Lead Case)

Non-Lead Case No. 25CV117467

[Assigned for all purposes to the Honorable Patrick
McKinney, Dept. 18]

**DECLARATION OF AUGUSTINE BARRY IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

Date: October 28, 2026

Time: 1:30 p.m.

Dept.: 18

RESERVATION ID: 240007730588

Complaint filed: April 1, 2025

Trial Date: Not Assigned

DECLARATION OF AUGUSTINE BARRY

I, Augustine Barry, declare as follows:

1. I am a competent adult, am a resident of the State of California. I am a Plaintiff in the above-captioned case. I have personal knowledge of the facts set forth below, and if called upon to testify to the same, I could and would do so competently and truthfully.

2. I worked for Defendants Pareto Inc. d/b/a Pareto AI and Phoebe Yao (“**Defendants**”) as an employee in California.

3. During my work for Defendants, I was misclassified as an “independent contractor” and thus Defendants did not comply with the California Labor Code or California Wage Order 4. I was not free from the control and director of Defendants. I did not do jobs outside of the usual business of Defendants. I did not normally work in an independent trade, occupation, or business. Therefore, I was an employee of Defendants.

4. During my employment with Defendants, my scheduled regularly prevented me from being able to take an uninterrupted thirty (30) minute off duty lunch period before the end of my fifth hour of work or a second uninterrupted thirty (30) minute off duty lunch period before the end of my tenth hour of work as I regularly had to (i) attend to work obligations that interrupt my meal breaks, (ii) take less than thirty (30) minutes for my lunch breaks, (iii) take the breaks after my fifth hour or tenth hour of work as appropriate, or (iv) miss my meal break in their entirety. I did not sign or execute any agreements waiving my statutory meal periods.

5. Furthermore, the nature of the work I performed prevented me from taking my ten (10) minute rest breaks and Defendants also did not schedule any breaks into my workday. In fact, I regularly worked straight through my shifts without a single rest break.

6. During my employment, I regularly worked in excess of forty (40) hours in a week and eight (8) hours in a day, and sometimes seven (7) consecutive days; however, I was not paid overtime for these hours.

7. During my employment, I would have to work on and resubmit previously rejected work on the weekends without compensation. As a result, I was regularly forced to work seven consecutive days without a day off.

1 8. During my employment, I worked from home and regularly used my home internet for
2 business purposes but was never provided any compensation by Defendants for my home internet expense
3 nor was I properly compensated for my other home office expenses, which included, but is not limited to,
4 the need for pens, paper, desk, chair, etc., to complete Defendants' necessary work. I was in constant use
5 of my personal cell phone for work related tasks during my employment such that the business use of my
6 personal cell phone was the predominate use (i.e., 50% of more).

7 9. I am not related to anyone associated with Valles Law, P.C.

8 10. Since first contacting my attorneys and throughout the length of this case, I have spent a
9 considerable amount of time assisting my attorneys in prosecuting this matter. I gathered and reviewed
10 documents from my employment with Defendants. I engaged in an initial meeting with my attorney to
11 discuss the employment policies and practices. During that meeting, we discussed my experiences
12 working for Defendants as an AI Trainer, my observations and conversations with fellow employees, why
13 I wanted to pursue this case, and all of the duties that I would accept as a class representative. We
14 discussed what my role would be and how I could provide the most assistance to this case. I have had
15 regular communication with my attorney to make sure that I was updated on the status of this case and to
16 provide him with insight from my experience as an employee of Defendants.

17 11. Since the filing of this lawsuit, I have discussed all aspects of this case with my attorney
18 by way of video calls, telephone, emails, and text messages. I estimate that I spent approximately twenty
19 (20) to twenty-five (25) hours or more discussing and answering my attorneys' questions concerning the
20 employment policies and procedures of Defendants, the work performed for Defendants by their AI
21 Trainers, reviewing the records produced by Defendants, the explanation of business records and their
22 respective significance. I was available whenever my attorneys needed me as well as actively tried to
23 obtain information that would benefit the class, including, but not limited to, searching for and providing
24 information related to my employment and the employment conditions, providing needed information for
25 mediation, settlement discussions, and potential class certification.

26 12. I spent time with my attorneys discussing the case, providing witness information for my
27 attorneys about possible witnesses that would be willing to testify on behalf of the class. During that time,
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I provided my attorneys with additional names of former employees and witnesses that would be helpful in support of a motion to have this court confirm this case was a class action.

13. On June 29, 2026, I had to take a full day off to attend mediation in this case. I was present in person throughout the entire day of mediation to provide any information necessary. I discussed my work with Defendants with the mediator and provided feedback regarding settlement options with my attorney. I also was constantly in touch with my attorney during the months that followed the mediation as my attorneys continued to negotiate a settlement of the matter with Defendants and while they negotiated the final terms of the settlement agreement.

14. Once the settlement was agreed upon, I spent approximately two (2) hours reviewing the initial Memorandum of Understanding (“**MOU**”) that was agreed to and then, ultimately, the settlement agreement and discussing the terms of both with my attorneys. I asked my attorneys about specific terms in the MOU and settlement agreement, so I understood the importance of signing of both the MOU and the settlement agreement.

15. Additionally, I spent at least one (1) hour reviewing the motion for preliminary approval (the “**Initial Motion**”) and assisting with drafting of my declaration.

16. During the entire case, I have been responsive to my attorneys’ requests and believe that my assistance in providing information was influential in obtaining the result that was achieved in the settlement. As a result, I respectfully request that the Court award me, as a class representative, a service award in the amount of \$15,000. I believe that this amount is reasonable considering the time and effort that I have spent during this case on behalf of the class and the risks that I undertook in pursuing the case. I was apprehensive about the possibility that I would face retaliation by pursuing this case on behalf of not only myself, but all of my former co-workers, which may adversely affect my employment record.

17. I have not entered into any undisclosed agreements, nor have I received any undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as a service award payment, as well as my share as a class member of the settlement fund based on the number of weeks I worked for Defendants.

18. By pursuing this action on behalf of those similarly situated as a whole as opposed to myself, I am forgoing my own individual claims against Defendants for my own wage and hour violations

penalties and fees, which means, based on a conservative estimate, I have forfeited my right to recover approximately \$120,000 to \$200,000 in damages, which far exceeds any amount that I would recover in this case under the terms of the settlement as a class member of the settlement fund based on the number of weeks I worked for Defendants. Instead of electing to pursue those individual claims, which would have been more lucrative for me, I choose to put my former co-workers ahead of myself and pursue recovery for all of my similarly situated co-workers and not just myself as believed that was the right thing to do.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct. Entered on 29th day of September 2026 in Stanford, California.

Signed by:

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AUGUSTINE BARRY