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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JASON ODELL WRIGHT and WILLIAM DEAN RAYMOND, individually and on behalf of themselves and all others similarly situated, Plaintiff, v. COMPUCOM SYSTEMS, INC., a Delaware Corporation; EXCELL, a division of CompuCom Systems, Inc.; and DOES 1-50, inclusive, Defendants.	Case No. CVRI2205136 **DECLARATION OF HALLIE VON ROCK IN SUPPORT OF MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT** Reservation # 872853979514 Date: June 13, 2024 Time: 8:30 a.m. Dept.: 1 Hon. Harold W. Hopp

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

I, Hallie Von Rock, declare:

1. I am an attorney admitted to practice before this Court. I am a partner with Aiman-Smith & Marcy, Professional Corporation, which is one of the law firms of record for the plaintiffs in the case of *Jason Odell Wright and William Dean Raymond, et al. v. CompuCom Systems, Inc. et al.*, Riverside Superior Court Case No. CVRI2205136.

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

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

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

5. On August 4, 2021, Plaintiff William Dean Raymond sent notice to Defendant and the LWDA giving notice of Plaintiff's intent to pursue a PAGA action on behalf of the State of California and a proposed group of Aggrieved Employees; on November 23, 2022, Plaintiff Jason Odell Wright sent notice to Defendant and the LWDA giving notice of Plaintiff's intent to pursue a PAGA action on behalf of the State of California and a proposed group of Aggrieved Employees. The LWDA did not respond to Plaintiffs' PAGA Notices or otherwise indicate that it intended to investigate Plaintiffs' allegations.

6. On November 23, 2022, Plaintiff Jason Wright commenced this Action by filing a putative class action complaint against Defendant alleging violations of the California Labor

Code for failure to provide minimum and overtime wages, meal and rest periods, timely payment of wages during and upon separation of employment, reimbursement of necessary expenses, and itemized wage statements, as well as violation of Business and Professions Code § 17200 et seq. On January 30, 2023, Plaintiff Jason Wright filed a first amended complaint, which removed the class action allegations. On March 14, 2023, Plaintiff Wright filed a second amended complaint, which removed his individual claims and asserted a sole cause of action for penalties pursuant to Labor Code § 2699, et seq. for the same underlying violations asserted in the original complaint. On June 20, 2023, Plaintiff Wright submitted his underlying Labor Code claims to arbitration before JAMS. On March 20, 2024, the Court granted Plaintiff leave to file a third amended complaint. On April 1, 2024, Plaintiff Jason Wright filed a third amended complaint, adding Plaintiff William Raymond and adding unique allegations that Plaintiff William Raymond had asserted in the complaint that he had filed on October 19, 2021 in *Raymond v. CompuCom Systems, Inc.* (Sacramento County Case No. 34-2021-00309983).

7. All causes of action subject to arbitration were brought by Plaintiffs in their individual capacity. Those causes of action are not part of this PAGA settlement and are being settled separately between Plaintiffs and Defendant. The individual claims settled for $70,000.00 which, contingent on the Court's Approval Order of the PAGA Settlement, shall require the Parties to enter into separate settlement agreements for Plaintiffs' individual claims in the gross amounts of $50,000 (less applicable withholdings) to Plaintiff Raymond and $20,000 (less applicable withholdings) to Plaintiff Wright in exchange for Plaintiffs' general release of all known and unknown claims against Defendant and any affiliated persons and entities.

8. From the beginning of this litigation, Defendant challenged the merits of Plaintiffs' PAGA claim on several bases, including the assertion that Defendant issued company equipment to remote workers, that workers were given cell phones that did not require the use of their own internet, that workers entered their own time and could add extra minutes for time spent during Covid screenings or for booting up their computers, that missed break premiums were paid, and that Defendant maintained policies that all hours must be recorded and paid for all

regular and overtime hours recorded.

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

10. The parties engaged in significant formal and informal discovery that related to Defendant's policies and procedures that affected the Aggrieved Employees. Additionally, Defendant provided data that allowed the parties to conduct a meaningful analysis of the potential PAGA penalties and the exposure that both sides faced in going through arbitration of the individual claims and trial of the PAGA representative claims. In preparing for mediation, Defendant provided documents regarding the Aggrieved Employees and updated data which was used to calculate potential PAGA liability for settlement negotiations.

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

12. The case did not settle the day of the mediation, but the mediator did make a settlement proposal that was accepted a week later on November 17, 2023.

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

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

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

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

16. Defendants have identified approximately 550 Aggrieved Employees who worked during the PAGA Period. Defendant's records indicate these Aggrieved Employees worked a total of 13,520 pay periods through November 17, 2023.

17. The Aggrieved Employees' share of $52,658 will be divided by the total number of pay periods for a per-pay period amount of approximately $3.89, which will be multiplied by the number of pay periods each Aggrieved Employee worked during the PAGA Period to determine the amount he or she will receive. For example, an Aggrieved Employee who worked 40 pay periods during the PAGA Period would receive approximately $155.80 (40 x $3.89).

18. Plaintiffs spent a significant amount of time helping counsel with the prosecution of this action and performed the following tasks: (1) communicating extensively with counsel on numerous occasions; (2) detailing their experiences and producing copies of documents; (3) assisting in preparing the complaint and amended complaints; (4) engaging in discovery; (5) preparing for mediation; and (7) reviewing the terms of and signing the Settlement Agreement. Plaintiff also undertook personal and financial risks as a PAGA representative that should be rewarded. In light of the work that Plaintiffs performed on behalf of the LWDA and the Aggrieved Employees, the requested Named Plaintiffs' Enhancement Payment of $5,000 for each Plaintiff is reasonable and appropriate.

19. Plaintiffs' counsel's litigation costs were all reasonable and necessary expenses in litigating and resolving this action. An itemized list of the out-of-pocket litigation costs expended

by Aiman-Smith & Marcy, in the amount of $7,662.46, is attached hereto as Exhibit B.

20. Plaintiffs also seek 33.33% of the Total Settlement Amount, or $125,000, in attorneys' fees.

21. A true and correct copy of the firm resume for Aiman-Smith & Marcy is attached hereto as Exhibit C.

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

23. Plaintiffs' counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. With no guarantee of success, Plaintiffs' counsel placed their own resources at risk, including 698.3 hours of their time total between Aiman-Smith & Marcy and James R. Hawkins APLC, to prosecute this action. If Plaintiffs' counsel were unsuccessful in the prosecution of this case, they would receive nothing in return for this time, or for their out-of-pocket costs. Despite these risks, Plaintiffs' counsel took their duty to represent the LWDA and the Aggrieved Employees seriously, and expended all of the time and resources necessary to vigorously prosecute this case. As a result, Plaintiffs' counsel were able to demonstrate to Defendant that it faced potential exposure sufficient to engage in serious settlement negotiations and to settle Plaintiffs' claim on behalf of the LWDA.

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

25. A comparison of the lodestar of Plaintiffs' counsel with the amount of attorney's fees sought here also supports the propriety of the fees requested. The hours expended by Plaintiff Wright's counsel are included in the Declaration of James R. Hawkins. Together, the time spent by both Plaintiffs' counsel is 698.3 hours to date prosecuting this action and the resulting lodestar fee on those hours is $492,620, which is substantially more than the amount of fees being sought here.

26. The time spent by attorneys at Aiman-Smith & Marcy on the case included the

following tasks: pre-filing tasks, including several interviews with Plaintiff, preparing the PAGA charge, preparing the amended PAGA charge, drafting the complaint and initiating documents, reviewing Defendant's answer, reviewing standing orders, reviewing notices from the court, reviewing the removal to Federal Court, litigating Defendant's motion to compel arbitration, litigating Defendant's motion for partial summary judgment, litigating Defendant's motion to dismiss PAGA action in court, litigating a stay of the PAGA action in 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, communicating with co-counsel on calculations and briefing for mediation, preparing mediation brief and materials, attending all day mediation, drafting and editing MOU, 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.

27. A table of the attorney hours and rates for Aiman-Smith & Marcy's lodestar is set forth below:

Attorney	**Rate**	**Hours**	**Total**
Hallie Von Rock	$900	46.7	$42,030
Brent Robinson	$750	118.0	$88,500
Lisseth Bayona	$400	225.1	$90,040
Reed Marcy	$1,000	115.2	$115,200
Total		**505**	**$335,770**

28. 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 rates of $600-$815 approved); *Nozzi v. Housing Authority*, 2018 U.S. Dist.LEXIS 26049 (C.D. Cal. 2018)

(Partner rates of $1,150 and associate rates of $750-$765 approved); *Banas v. Volcano Corp.* (N.D. Cal. 2014) 47 F.Supp.3d 957 (Partner rates of $1,095 and associate rates of $620-$770 approved).

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

30. Accordingly, attorneys' fees in the amount of $125,000 (33.33% of the Total Settlement Amount), which is substantially less than Plaintiffs' counsel's lodestar, are fair and reasonable under the circumstances, and under California precedent, along with $24,115 in litigation costs.

31. The settlement proposed by the parties here was reached only after extensive, arm's-length negotiations. The parties engaged in discovery and exchanged documents supporting their claims and defenses, exchanged letters and conducted meet-and-confer conferences in which the parties' claims and defenses and supporting legal authorities and documentary evidence were discussed at length, and conducted additional informal discovery for mediation. As a result of these activities, the parties had sufficient information to evaluate the strengths and weaknesses of their claims and defenses, the risks involved in continued litigation for both sides, and the appropriate settlement value of Plaintiffs' PAGA claim. Despite zealous advocacy on both sides, the parties determined that the risks of continued litigation favored the compromise contained in the Settlement Agreement. Given these factors, the parties agreed that the Gross PAGA Settlement Amount set forth in the Settlement Agreement, i.e., $375,000, was a fair and reasonable sum for the resolution of Plaintiffs' PAGA claim. Given the dearth of trials of PAGA claims where penalties are actually awarded, Plaintiffs' counsel's experience is that in mediations for PAGA claims, the Defendant and Mediator look at the total amount of pay periods involved with a maximum per pay period penalty of $100. Here, with 13,520 pay periods, that is a maximum of $1,352,200. If the Court were to stack the penalties in each pay period, Plaintiff

calculated the exposure as follows: a. 13,520 pay periods x $100 per pay period x 100% violation rate = $1,352,200 for meal period violations; b. 13,520 pay periods x $100 per pay period x 100% violation rate = $1,352,200 for rest break violations; c. 13,520 pay periods x $100 per pay period x 100% violation rate = $1,352,200 for unreimbursed business expenses; d. 13,520 pay periods x $100 per pay period x 100% violation rate = $1,352,200 for inaccurate wage statements. However, in considering settlement, Plaintiffs expected the violation rates would not be at 100% given that Defendants argued that all hours worked were to be recorded, Defendants' policy required compliant meal and rest breaks be taken, and business expenses were reimbursed when submitted. Moreover, stacking of penalties would be highly unlikely given Plaintiffs' counsel experience litigating PAGA cases. Accordingly, a settlement of $375,000 results in a per pay period penalty of $27.74 per pay period, which is a fair and reasonable result given the defenses raised.

32. The reasonableness of the Total Settlement Amount set forth in the Settlement Agreement is also demonstrated by other cases in which other 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 Plaintiffs, 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. Plaintiffs have strong arguments against these defenses, but even if Plaintiffs 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 the foregoing is true and correct.

Executed on May 16, 2024, at Oakland, California.

/s/ Hallie Von Rock

____

Hallie Von Rock

Exhibit A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Jason Wright and William Raymond ("Plaintiffs") and Defendant CompuCom Systems, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' PAGA lawsuit alleging Labor Code violations against Defendant captioned *Wright v. CompuCom Systems, Inc.*, Riverside County Superior Court Case No. CVRI2205136, initiated on November 23, 2022.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have jointly agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all non-exempt employees who lived and/or worked for Defendant in California at any time between November 23, 2021 and November 17, 2023 and all non-exempt employees with "Field Tech" or "Field Service Technician" in their business title who have lived and/or worked for Defendant in California at any time between August 4, 2020 and November 22, 2021.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employees' names, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval Date" means the date the Court enters the Approval Order.

1.8. "Approval Order" means the Court's order approving this Agreement.

1.9. "Court" means the Superior Court of California, County of Riverside.

1.10. "Defense Counsel" means Morgan, Lewis & Bockius LLP.

1.11. "Defendant" means CompuCom Systems, Inc.

1.12. 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 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.

1.13. "Gross PAGA Settlement Amount" means Three Hundred Seventy Five Thousand dollars ($375,000.00) which is the total amount Defendants agree to pay under the Settlement to resolve the Action. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Named Plaintiffs' Enhancement Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Costs Payment, and the Administrator's Expenses Payment.

1.14. "Individual PAGA Amount" means the Net PAGA Settlement Amount less the LWDA PAGA Payment.

1.15. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of the Individual PAGA Amount calculated by: (a) dividing the number of PAGA Pay Periods the Aggrieved Employee worked by the total number of PAGA Pay Periods worked by all Aggrieved

Employees during the PAGA Period and then; (b) multiplying the resulting percentage by the Individual PAGA Amount.

1.16. "Judgment" means the judgment entered by the Court.

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

1.18. "LWDA PAGA Payment" means 75% of the Net PAGA Settlement Amount.

1.19. "Named Plaintiffs" or "Plaintiffs" mean Jason Wright and William Raymond.

1.20. "Named Plaintiffs' Enhancement Payments" means a $5,000 payment to each of the Named Plaintiffs for their release of claims and for their time, effort, and risk in bringing and prosecuting the Action.

1.21. "Net PAGA Settlement Amount" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Named Plaintiffs' Enhancement Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Costs Payment, and the Administration Expenses Payment.

1.22. "PAGA Counsel" means James Hawkins APLC and Aiman-Smith & Marcy, the attorneys representing Plaintiffs in the Action.

1.23. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Costs Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees, not to exceed $125,000 (representing approximately one-third of the Gross PAGA Settlement Amount), and actual costs, not to exceed $30,000, respectively, incurred to prosecute the Action.

1.24. "PAGA Pay Period" means any pay period during which an Aggrieved Employee was employed at least one day during the PAGA Period.

1.25. "PAGA Period" means: (a) For all Aggrieved Employees with "Field Tech" or "Field Service Technician" in their business title, the period from August 4, 2020, through the date of final court approval of this Settlement; and (b) for all other Aggrieved Employees, the period from November 23, 2021, through the date of final court approval of this Settlement.

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

1.27. "PAGA Notices" means the letter dated August 4, 2021 from Plaintiff William Raymond's counsel to the LWDA titled *Re: LWDA ex rel. William Dean Raymond v. CompuCom Systems, Inc.* and the letter dated November 23, 2022 from Plaintiff Wright's counsel to the LWDA titled *Re: Notice Pursuant to Labor Code Sections 2698 et seq.*

1.28. "Released PAGA Claims" means any PAGA claims that arise out of, or directly relate to, the facts alleged in the Action and that involve the same primary rights as those placed at issue by the Action or the PAGA Notices, including but not limited to PAGA claims premised on the alleged failure to pay minimum or overtime wages including due to off-the-clock work, failure to reimburse business expenses, failure to timely pay wages during and upon termination of employment, failure to provide accurate and itemized wage statements, failure to provide meal and rest breaks (or premiums), and failure to properly calculate the regular rate (for all purposes).

1.29. "Released Party" means Defendant and its affiliates, related business entities, parent companies, subsidiaries, predecessors, successors, assigns, divisions, directors, officers, trustees, members, employees, managers, shareholders, representatives, insurers, business managers, accountants, attorneys, heirs, agents, executors, and administrators, in their individual and representative capacities, all persons acting by, through, and under, or in concert with any of them and all companies or entities for whom Defendant provides services (directly or indirectly) pursuant to a contract or that could be jointly liable with Defendant.

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

2. SETTLEMENT OF DISPUTED CLAIMS

2.1. This Agreement and all associated exhibit(s) or attachment(s) are made for the purpose of settling the Released PAGA Claims in the Action. Because the Action is being settled under PAGA, the Court "shall review and approve any settlement of any civil action filed pursuant to [Labor Code §§ 2698 *et seq*.]." Cal. Lab. Code § 2699(*l*)(2). Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter the Approval Order and Judgment and/or the Approval Date does not occur, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation of the Agreement shall remain subject to the provisions of California Evidence Code section 1152 and any other analogous rules of evidence that are applicable. In the event this Agreement is deemed null and void or the Effective Date does not occur, the Parties' Terms of Settlement – Memorandum of Understanding (dated January 30, 2024) will be final, binding and enforceable pursuant to California Code of Civil Procedure section 664.6, and Defendant does not waive, but rather expressly reserves, all rights to challenge Plaintiffs' Released PAGA Claims and Plaintiffs' allegations in the Action and PAGA Notices upon all procedural, merit, and factual grounds, including, without limitation, the ability to challenge representative treatment on any grounds, assert any and all other privileges and potential defenses.

2.2. Because this is not a settlement of a class action but rather is a PAGA settlement on behalf of the State of California, no person can (a) object to the settlement after the Court's Approval Order is made, or (b) opt out at any time from being bound by the Released PAGA Claims if the Approval Order is made.

3. RECITALS.

3.1. On November 23, 2022, Plaintiff Jason Wright commenced this Action by filing a putative class action complaint against Defendant alleging violations of the California Labor Code for failure to provide minimum and overtime wages, meal and rest periods, timely payment of wages during and upon separation of employment, reimbursement of necessary expenses, and itemized wage statements, as well as violation of Business and Professions Code § 17200 *et seq*. On January 30, 2023, Plaintiff Jason Wright filed a first amended complaint, which removed the class action allegations. On March 14, 2023, Plaintiff Wright filed a second amended complaint, which removed his individual claims and asserted a sole cause of action for penalties pursuant to Labor Code § 2699, *et seq*. for the same underlying violations asserted in the original complaint. On June 20, 2023, Plaintiff Wright submitted his underlying Labor Code claims to arbitration before JAMS. Within one business day of when the Court grants Plaintiff leave to file a third amended complaint, Plaintiff Jason Wright will file a third amended complaint, adding Plaintiff William Raymond and adding unique allegations that Plaintiff William Raymond had asserted in the complaint that he had filed on October 19, 2021 in *Raymond v. CompuCom Systems, Inc.* (Sacramento County Case No. 34-2021-00309983). Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the cause of action alleged in the Action.

3.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave written notice to Defendant and the LWDA by sending the PAGA Notices on August 4, 2021 (William Raymond) and November 23, 2022 (Jason Wright).

3.3. On November 10, 2023, the Parties participated in an all-day mediation presided over by mediator Lisa Klerman, which led to this Agreement to settle the Action.

3.4. The Parties, PAGA Counsel and Defense Counsel represent and warrant that, other than the Action and related arbitration matter filed by Plaintiff Wright against Defendant and the action by Plaintiff Raymond against Defendant pending in the United States District Court for the Eastern District of California (E.D. Cal. Case No. 2:21-cv-02327-KJM-KJN) and related arbitration matter that Plaintiff William Raymond agrees to dismiss with prejudice following the Court's approval of this Settlement, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by this Settlement. Further, Plaintiffs and PAGA Counsel represent and warrant that they have not filed and are not aware of any other actions against Defendant relating to any of the claims being released in this action.

3.5. Nothing in this Agreement, or any communications, papers, or orders related to this Agreement, shall be construed to be or deemed an admission by the Released Parties of any liability, culpability, or wrongdoing. Defendant specifically disclaims any liability, culpability, or wrongdoing. The Parties have entered into this Agreement with intent to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. This Agreement and any communications, papers, or orders related to the Agreement may not be cited or otherwise admitted as evidence of liability or that class certification is appropriate or that a representative action could ever be manageably tried before a court.

4. MONETARY TERMS.

4.1. Gross PAGA Settlement Amount. Defendant promises to pay no more than the Gross PAGA Settlement Amount to fully and forever settle and resolve the Action. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 5.2 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. Aggrieved Employees have no right or opportunity to opt-out of this settlement, and every Aggrieved Employee releases any and all PAGA claims that they may have pursuant to the release provisions of this Settlement. None of the Gross PAGA Settlement Amount will revert to Defendant.

4.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court:

4.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than $125,000 (representing approximately one-third of the Gross PAGA Settlement Amount), and PAGA Counsel Litigation Costs Payment reflecting actual litigation costs but not more than $30,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed the amounts listed. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Costs Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Costs Payment less than the amounts requested, the Administrator will allocate the remainder to the Net PAGA Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Costs Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Costs Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Costs Payment and holds Defendants harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

4.2.2. To the Administrator: An Administration Expenses Payment not to exceed $10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than $10,000 or the Court approves payment less than $10,000, the Administrator will allocate the remainder to the Net PAGA Settlement Amount.

4.2.3. To the LWDA: The Administrator will pay the LWDA PAGA Payment to the LWDA.

4.2.4. To the Aggrieved Employees: The Administrator will calculate each Individual PAGA Payment and pay the Individual PAGA Payments pursuant to Section 5. No Aggrieved Employee will have the right to object to the Settlement or Opt-Out of the Settlement. The Administrator will report the Individual PAGA Payments on IRS Forms 1099. Aggrieved Employees will be fully responsible for tax issues arising out of or relating to the Individual PAGA Payments.

4.2.5. To the Named Plaintiffs: The Administrator will pay the Named Plaintiffs the Named Plaintiff Enhancement Payments. If the Court does not approve the amount requested, any approved amount will be paid to the Named Plaintiffs and the Administrator will allocate the remainder to the Net PAGA Settlement Amount. Named Plaintiffs will be fully responsible for taxes relating to such payments which are allocated to penalties for the purposes of this Agreement.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1. Aggrieved Employee Data. Within 30 calendar days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator only in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to the Administrator's employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Administrator will not provide Aggrieved Employee Data to Plaintiffs or PAGA Counsel, but may provide summary data, *e.g.*, total number of Aggrieved Employees and Pay Periods, but not contact information or other individual identifying information, and only sufficient data on a case-by-case basis to help resolve individual Aggrieved Employees' questions and issues regarding the distribution of Settlement payments.

5.2. Funding of Gross PAGA Settlement Amount. Defendant shall transfer the Gross PAGA Settlement Amount to the Administrator by the later of (a) 30 calendar days after the Effective Date; or (b) April 15, 2024. Transfer of the Gross PAGA Settlement Amount to the Administrator fully and forever satisfies Defendant's obligations under this Agreement. The Agreement and its releases shall remain valid and enforceable regardless of the Administrator's performance or failure to perform its obligations under this Agreement.

5.3. Payments from the Gross PAGA Settlement Amount. Within 14 calendar days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Named Plaintiffs' Enhancement Payments, the Administration Expenses Payment, and the PAGA Counsel Litigation Costs Payment and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Costs Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

5.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address database.

5.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

5.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is not cashed within 180 days (which can be extended for good cause shown) and becomes void, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiffs, on their own behalf, on behalf of all Aggrieved Employees, and on behalf of the State of California, release all Released Parties as follows:

6.1. Named Plaintiffs' Release. Plaintiffs for themselves, their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all Released PAGA claims that arise during the PAGA Period out of, or directly relate to, the facts alleged in the Action and that involve the same primary rights as those placed at issue in the Action or Plaintiffs' PAGA Notices to the LWDA, including but not limited to PAGA claims premised on the alleged failure to pay minimum or overtime wages including due to off-the-clock work, failure to reimburse business expenses, failure to timely pay wages during and upon termination of employment, failure to provide accurate and itemized wage statements, failure to provide meal and rest breaks (or premiums), and failure to properly calculate the regular rate (for all purposes).

6.2. Release by Aggrieved Employees: For and in consideration of the mutual promises and consideration set forth in this Agreement, the Aggrieved Employees shall be bound by the release as to any Released PAGA claims that arise during the PAGA Period out of, or directly relate to, the facts alleged in the Complaints and that involve the same primary rights as those placed at issue by the Complaints or Plaintiffs' PAGA Notices to the LWDA, including but not limited to PAGA claims premised on the alleged failure to pay minimum or overtime wages including due to off-the-clock work, failure to reimburse business expenses, failure to timely pay wages during and upon termination of employment, failure to provide accurate and itemized wage statements, failure to provide meal and rest breaks (or premiums), and failure to properly calculate the regular rate (for all purposes).

6.3. Release by Plaintiffs on Behalf of the LWDA (and State of California): In their capacity as private attorneys general "aggrieved employees" acting on behalf of themselves and as proxies or agents of the LWDA and State of California, Plaintiffs agree to release Defendant and the Released Parties, from any and all Released PAGA Claims against the Released Parties during the PAGA Period. Upon approval of this Agreement, Plaintiffs, the LWDA, the State of California, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA and/or the State shall be barred from asserting any of the Released PAGA Claims in any future litigation, arbitration, or other legal forum. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars or limits any pending or later-filed action asserting any of the Released PAGA Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiffs and/or the Aggrieved Employees cash their Individual PAGA Payment checks.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

7.1. <u>Responsibilities of PAGA Counsel</u>. PAGA Counsel is responsible for notifying the LWDA of the Settlement and preparing a motion for approval of the Settlement with Defendant's input. The motion for approval of the Settlement shall disclose the existence and amounts of the individual claims settlement of $70,000.00 which, contingent on the Court's Approval Order of the PAGA Settlement, shall require the Parties to enter into separate settlement agreements for Plaintiffs' individual claims in the gross amounts of $50,000 (less applicable withholdings) to Plaintiff Raymond and $20,000 (less applicable withholdings) to Plaintiff Wright in exchange for Plaintiffs' general release of all known and unknown claims against Defendant and any affiliated persons and entities. In the event that the court rejects the Settlement without prejudice, Plaintiffs' counsel shall take all reasonable steps to obtain approval, including but not limited to reducing the amounts of the individual settlements if necessary to obtain approval of the PAGA settlement. PAGA Counsel is also responsible for delivering the Court's Approval Order to the Administrator.

7.2. <u>Plaintiffs' Responsibilities</u>. Plaintiffs will prepare and deliver to Defense Counsel a draft of the motion for approval of the Settlement and a draft proposed Approval Order granting approval of the Settlement not later than 10 court days prior to the filing deadline. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the proposed Approval Order, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.

As soon as practicable after the Effective Date, Plaintiff Raymond shall dismiss with prejudice his pending actions against CompuCom in court (E.D. Cal. Case No. 2:21-cv-02327-KJM-KJN) and in arbitration.

7.3. Duty to Cooperate. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Costs Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating withholdings (if any) and providing reports to state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a QSF under US Treasury Regulation section 468B-1.

8.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.5. Tax Allocation of Payments. All payments made pursuant to this Agreement are penalties. Consequently, (a) one hundred percent (100%) of each Individual PAGA Payment shall be treated as penalties and allocated to ordinary income payable on an IRS Form 1099; (b) each Aggrieved Employee shall be individually responsible for their share of taxes attributable to receipt of their Individual PAGA Payment; and (c) the Named Plaintiffs' Enhancement Payments will be treated as penalties and the Named Plaintiffs will receive an IRS Form 1099 for such payments.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

9.1. Based on its records, Defendant estimates that, as of the date when the Parties reached an agreement to settle the Action, there were approximately 13,520 PAGA Pay Periods during the PAGA Pay Period.

9.2. Upon receipt of the Aggrieved Employee Data, the Administrator shall confirm to PAGA Counsel that the data is consistent with the terms of this Agreement. The Release of Claims in Paragraph 6 will be through the date of final court approval of this settlement so long as the PAGA Pay Periods do not exceed the estimated number of 13,520 by more than 10%; if the PAGA Pay Periods do exceed such number, Defendant shall have the option of selecting an earlier cut-off date or increasing the Gross PAGA Settlement Amount in an amount calculated by multiplying the number of additional PAGA Pay Periods that exceed 13,520 plus 10% (*i.e.*, 14,872) by $25.21 (*i.e.*, $375,000 original Gross PAGA Settlement Amount divided by 14,872 pay periods). In the event that Defendant selects an earlier cut-off date or the Gross PAGA Settlement Amount is increased, Plaintiffs will file a motion for an order approving the amended settlement and release.

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

11. ADDITIONAL PROVISIONS.

11.1. Right to Withdraw from Settlement: Defendant may withdraw from the Settlement if: (i) the Settlement is construed in such a fashion that Defendant is required to pay more than the Gross PAGA Settlement Amount (except as provided by Paragraph 9.2); (ii) the Court does not approve the Settlement; (iii) Plaintiffs or PAGA Counsel breach this Agreement; or (iv) the LWDA or any other state or government agency seeks to intervene in the Action and/or commences an enforcement action.

11.2. Reservation of Rights: If the Court does not approve the Settlement or if Defendant withdraws from the Settlement, this Agreement is null and void except that the provisions on Confidentiality and No Admission of Liability or Representative Manageability for Other Purposes will remain valid.

11.3. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit, that Defendant has any liability for any claims asserted, that Plaintiffs are appropriate representatives of the State of California or Aggrieved Employees, or that a PAGA action could be manageably tried before a court; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.4. Confidentiality. Before Plaintiffs file a motion for approval of the Settlement, Plaintiffs and PAGA Counsel agree not to disclose the terms of this Agreement or Settlement except in Court papers or if required by legal process. Thereafter, the Parties agree that no press release or other publicity regarding this matter will be issued by either Party, except that this provision will not apply to any reporting requirements by Defendant, including to its outside auditors or Board of Directors. Additionally, while the public terms of settlement will not be confidential after Plaintiffs file the motion for approval of the Settlement, Plaintiffs and PAGA Counsel shall not contact the press or media about the Settlement and will not disclose the names of the Parties on any website or online platform.

11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.6. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.9. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

11.12. Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by e-mail or messenger, addressed as follows:

To Plaintiffs:

JAMES HAWKINS APLC
James R. Hawkins
Christina M. Lucio
Mitchell J. Murray
Attorneys for Plaintiff Jason Wright

AIMAN-SMITH & MARCY
Randall B. Aiman-Smith
Reed W.L. Marcy
Hallie Von Rock
Brent A. Robinson
Attorneys for Plaintiff William Raymond

To Defendants:

MORGAN, LEWIS & BOCKIUS LLP
Barbara J. Miller (SBN 167223)
barbara.miller@morganlewis.com
Samuel S. Sadeghi (SBN 311785)
sam.sadeghi@morganlewis.com
Kevin J. Bohm (SBN 329569)
kevin.bohm@morganlewis.com
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626-7653

11.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or e-mail which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[Signatures on Next Page]

Date: ____________, 2024 By: ______________________________
Jason Wright, Plaintiff

Date: ____________, 2024 By: ______________________________
William Raymond, Plaintiff

COMPUCOM SYSTEMS, INC.

Date: March 21, , 2024 By: DocuSigned by: Paul O. Gagnier
1EDFA180AD0A4D8...
Its: Chief Legal Officer

Approved as to form only:

DATED: ______________, 2024 ______________________________
James R. Hawkins
Christina M. Lucio
Mitchell J. Murray
JAMES HAWKINS APLC
Attorneys for Plaintiff Jason Wright

DATED: ______________, 2024 ______________________________
Randall B. Aiman-Smith
Reed W.L. Marcy
Hallie Von Rock
Brent A. Robinson
AIMAN-SMITH & MARCY
Attorneys for Plaintiff William Raymond

DATED: March 21, 2024 ______________________________
Barbara J. Miller
Samuel S. Sadeghi
Kevin J. Bohm
MORGAN, LEWIS & BOCKIUS LLP
Attorneys for Defendant CompuCom Systems, Inc.

Date: 21/03/2024, 2024 By: Jason Odell Wright (Mar 21, 2024 07:07 PDT)
Jason Wright, Plaintiff

Date: 03/20/2024, 2024 By: William Dean Raymond (Mar 20, 2024 12:57 PDT)
William Raymond, Plaintiff

COMPUCOM SYSTEMS, INC.

Date: ____________, 2024 By: ______________________

Its: ______________________

Approved as to form only:

DATED: 03/21/2024, 2024

James R. Hawkins
Christina M. Lucio
Mitchell J. Murray
JAMES HAWKINS APLC
Attorneys for Plaintiff Jason Wright

DATED: 03/20/2024, 2024

Hallie Von Rock (Mar 20, 2024 12:43 PDT)
Randall B. Aiman-Smith
Reed W.L. Marcy
Hallie Von Rock
Brent A. Robinson
AIMAN-SMITH & MARCY
Attorneys for Plaintiff William Raymond

DATED: ____________, 2024

____
Barbara J. Miller
Samuel S. Sadeghi
Kevin J. Bohm
MORGAN, LEWIS & BOCKIUS LLP
Attorneys for Defendant CompuCom Systems, Inc.

Exhibit B

LWDA v. CompuCom
PAGA Case
Aiman-Smith & Marcy - Cost Detail

Date	Description	Cost
10/19/21	One Hour Legal – filing fee re Summons and Complaint	$1,678.40
10/30/21	Sacramento County Superior Court – download conformed copy of Summons and Complaint	2.00
10/31/21	LexisNexis – October 2021 legal research	2.61
11/01/21	One Hour Legal – filing fee re Summons	176.00
11/03/21	One Hour Legal – filing fee re Notice of Posting Jury Fees	103.00
11/04/21	Sacramento County Superior Court – advance deposit toward jury fees	150.00
11/10/21	One Hour Legal – filing fee re Notice of Change of Address	88.00
11/16/21	One Hour Legal – service of process of Summons and Complaint	181.50
11/16/21	Sacramento County Superior Court – download Proof of Service of Summons and Complaint	3.00
11/18/21	One Hour Legal – filing fee re Proof of Service of Summons and Complaint	88.00
01/31/22	LexisNexis – January 2022 legal research	65.44
02/28/22	LexisNexis – October 2022 legal research	372.95
03/31/22	PACER – fee to search for and download court documents 01/01/22-03/31/22	21.60
06/30/22	PACER – fee to search for and download court documents 04/01/22-06/30/22	0.40
09/30/22	LexisNexis – September 2022 legal research	12.58
09/30/22	PACER – fee to search for and download court documents 07/01/22-09/30/22	11.60
10/31/22	LexisNexis – October 2022 legal research	96.12
11/30/22	LexisNexis – November 2022 legal research	125.97
12/31/22	PACER – fee to search for and download court documents 10/01/22-12/31/22	27.20
12/31/22	LexisNexis – December 2022 legal research	57.59

01/27/23	Expedia – hotel rooms for BAR and LB in Sacramento for oral argument re Motion to Dismiss	638.02
02/06/23	AAA – filing fee re Demand for Arbitration	$362.25
02/16/23-02/17/23	Amtrak – train fare for LB to Sacramento for oral argument on Motion to Dismiss	116.00
02/16/23-02/17/23	Amtrak- train fare for BAR to Sacramento for oral argument on Motion to Dismiss	116.00
02/16/23-02/17/23	Meals during trip to Sacramento for oral argument on Motion to Dismiss	35.13
02/16/23-02/17/23	Taxis during trip to Sacramento for oral argument on Motion to Dismiss	161.35
02/28/23	LexisNexis – February 2023 legal research	192.76
06/30/23	PACER – fee to search for and download court documents 04/01/23-06/30/23	1.30
07/31/23	LexisNexis – July 2023 legal research	215.06
09/18/23	One Hour Legal – filing fee re Opposition to Stay of PAGA Action	170.30
09/30/23	LexisNexis – September 2023 legal research	118.95
10/31/23	LexisNexis – October 2023 legal research	33.36
11/30/23	LexisNexis – November 2023 legal research	32.36
12/31/23	PACER – search for and download court documents 10/01/23-12/31/23	12.30
01/31/24	LexisNexis – January 2024 legal research	33.93
02/29/24	LexisNexis – February 2024 legal research	7.45
	Postage Charges	20.23
	Copier Charges: 8,527 copies @ $0.25	2,131.75
		$7,662.46

Exhibit C

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.

Aiman-Smith & Marcy, PC
7677 Oakport Street, Suite 1150
Oakland, CA 94621
Tel.: 510-817-2711
Fax: 510-562-6830
www.asmlawyers.com

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 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, In*c. (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. Aberccrombie & 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 Batchelor 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).

Honrine v. Coast Counties Truck & Equipment Company, Alameda Superior Court, Case No. RG21088933 (PAGA representative action for various Labor Code violations)

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).

Lara v. Visual Edge, Inc., et al., Alameda County Superior Court, Case No. RG21105541 (PAGA representative action for various Labor Code violations).

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).

Naro, et al. v. Walgreen Co, et al., U.S. District Court, Northern District of California, Case No. 4:22-dv-03170-JST (employee class action and PAGA representative action for failure to reimburse for uniforms).

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

Lourdes v. Eagle Clean Group, Sacramento Superior Court, Case No. 23CV009072 (Employee Class and PAGA representative action for various Labor Code violations)

McCormick v. CalPers, Sacramento Superior Court, Case No. 23CV006749 (employee class action for discrimination of retirement benefits)

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).

Ruiz v. Automotive Racing, Ventura Superior Court, Case No. 2023CUOE11192 (employee class action for failure to reimburse business expenses and other Labor Code violations)

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

Sandak v. Comerica, San Francisco Superior Court, Case No. CGC-23-606913 (PAGA representative action for various Labor Code violations)

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).

Wright and Raymond v. Compucom Systems, Inc., County of Riverside, Case No. CVRI22005136 (PAGA representative action for various Labor Code violations)

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