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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO**

**CHRISTOPHER FOX, THOMAS SIMS,
and KYREE WASHINGTON**, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

VERKADA, INC., a Delaware Corporation,

Defendant.

CASE NO. 23-CIV-00193

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: February 29, 2024

Time: 10:00 a.m.

Dept.: 3

Judge: Hon. Susan L. Greenberg

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I. INTRODUCTION

Plaintiffs Christopher Fox, Thomas Sims, and Kyree Washington (collectively, “Plaintiffs”) seek preliminary approval of a California class, FLSA collective, and California Labor Code Private Attorneys’ General Act (“PAGA”) settlement. The Settlement resolves three groups of claims: (1) claims for damages and penalties on behalf of a class of employees who worked in certain sales-related positions for Defendant in California (as defined below, the “Class Members”), (2) claims for damages and penalties on behalf of a collective of employees who worked in certain sales-related positions for Defendant anywhere in the United States (as defined below, the “Collective Members”), and (3) claims for civil penalties under PAGA on behalf of certain Class Members (as defined below, the “Aggrieved Employees”). There are 1,266 covered individuals: 693 Class Members, 620 proposed Collective Members. Class Members will automatically participate in the Settlement unless they opt out. Cal. Code Civ. Proc. § 382. Collective Members must affirmatively opt in to the Settlement. 29 U.S.C § 216(b). Aggrieved Employees will automatically participate in the settlement with no ability to opt out. *See* Settlement Agreement, attached as **Exhibit 1** to the Declaration of Julian Hammond In Supp. Of Plaintiffs’ Mot. for Preliminary Approval of Class, Collective, and Representative Action Settlement (“Hammond Decl.”), filed herewith.

The Settlement is an excellent result. The Settlement provides a proposed, non-reversionary payment of \$5,850,000, plus a separate payment of the employer-side payroll taxes. Accordingly, Plaintiffs request that the Court enter the accompanying Proposed Order granting preliminary approval of the Settlement.

II. RELEVANT FACTUAL BACKGROUND AND PROCEDURAL HISTORY

A. Parties, Pleadings, and Mediation

Defendant Verkada, Inc. (“Defendant” or “Verkada”) is a privately held company with its headquarters in San Mateo, California. Verkada develops and sells innovative cloud-based building security and operating systems that combine security hardware, such as video security cameras, access control, environment sensor alarms, and intercoms, with a cloud-based software platform. Plaintiffs worked for Verkada in certain sales-related roles. *See* Second Amended Complaint ¶¶ 25-27.

On January 17, 2023, Plaintiff Fox filed this lawsuit, stylized as a class action, alleging claims

1 (based on a misclassification theory) under the Labor Code for unpaid overtime, inaccurate wage
2 statements, failure to pay wages due upon discharge, failure to reimburse business expenses. Plaintiff
3 also asserted a claim for restitution under the California Business & Profession Code, section 17200 *et*
4 *seq.* On March 10, 2023, Defendant filed its Answer generally denying Plaintiff's allegations and
5 asserting affirmative defenses, including that Plaintiff and the putative class members were properly
6 classified as exempt. On April 5, 2023, Plaintiff filed a First Amended Complaint adding two named
7 Plaintiffs (Sims and Washington), and claims for failure to provide meal breaks under California law and
8 for civil penalties under PAGA. On May 5, 2023, Defendant filed its Answer to the FAC, again generally
9 denying the allegations and raising affirmative defenses. Hammond Decl. ¶¶ 4-9.

10 The parties agreed to private mediation with Tripper Ortman, a well-respected and skilled
11 mediator with extensive knowledge of wage and hour laws. Hammond Decl. ¶ 13. The parties agreed to
12 an informal exchange of information sufficient to allow Class Counsel to evaluate the case for settlement
13 and calculate Defendant's potential exposure. *Id.* On September 19, 2023, after a full day of mediation,
14 the parties reached an agreement in principle and subsequently signed a term sheet. *Id.* ¶¶ 18- 24. The
15 parties then proceeded to negotiate and enter into a long-form Settlement Agreement. *Id.* ¶ 24. To
16 conform to the terms of Settlement, Plaintiffs filed an amended PAGA Notice with the California Labor
17 & Workforce Development Agency ("LWDA") on November 29, 2023. *Id.* ¶ 25 & Ex. 3 thereto. To
18 further conform to the terms of Settlement, the parties have filed a stipulation and proposed order for
19 leave for Plaintiffs to file a Second Amended Complaint that adds a claim for failure to provide compliant
20 rest breaks under California law, and a claim for unpaid overtime under the Fair Labor Standards Act, 29
21 U.S.C. §§ 207, 215 ("FLSA"). *Id.* ¶ 26.

22 **B. Summary of Discovery and Investigation Conducted Prior to Settlement**

23 Prior to mediation, Defendant produced data and documents, including the number of putative
24 Class Members, Collective Members, and Aggrieved Employees and their payroll data during the
25 relevant period. From this data, Plaintiffs determined the number of weeks and/or pay periods each
26 individual worked and the average hourly rate. Defendant also provided Plaintiffs' personnel records,
27 exemplar offer letters, compensations plans, excerpts from the handbook, data relating to the free meals
28 it provided to its employees, and documents regarding remote work. Hammond Decl. ¶ 13.

1 The data provided by Defendant was analyzed by Plaintiffs' Counsel and their data expert
2 analyzed this data prior to mediation, which allowed Class Counsel to calculate the maximum potential
3 exposure. Hammond Decl. ¶ 14. In addition, Class Counsel conducted their own investigation, including
4 researching Verkada's structure and growth through public sources, surveying approximately 18 Class
5 Members and conducting interviews with many of the respondents (including gathering additional
6 documents). *Id.* ¶ 15. Verkada also shared portions of its mediation brief and exhibits, detailing its
7 defenses and arguments. *Id.* ¶ 16. Based on the above, Plaintiffs were well-equipped to evaluate the
8 strengths and weaknesses of their claims and of Defendant's defenses. *Id.* ¶ 17.

9 III. OVERVIEW OF THE SETTLEMENT TERMS

10 The key terms of the Settlement are as follows:

11 1. Gross Settlement Amount ("GSA") – Verkada will pay a non-reversionary sum of \$5,850,000
12 to settle this case. SA §§ 1.24, 3.1. Verkada will also pay the employer's share of payroll taxes separately
13 from the GSA. *Id.* § 3.1.

14 2. Settlement Classes – The Settlement includes three groups:

15 a. The "Class Members" means all current and former employees of Verkada who, during
16 the Class Period, worked for Verkada in California in one of the following or similar job
17 titles: (1) Sales Development Representative, (2) Marketing Development Representative,
18 Account Executive (including Account Executive MM1-MM6), and/or (6) Senior
19 Account Executive. SA § 1.8. The "Class Period" means January 17, 2019 through the
earlier of the date of Preliminary Approval of the Settlement or 90 days after the
Settlement Agreement is fully executed. SA § 1.10¹

20 b. The "Collective Members" means all current and former employees of Verkada who,
21 during the Collective Period, worked for Verkada in the United States in one of the
22 following or similar job titles: (1) Sales Development Representative, (2) Marketing
23 Development Representative, (3) Marketing (Sales) Development Representative, (4)
Associate Account Executive, (5) Account Executive (including Account Executive
MM1-MM6), and/or (6) Senior Account Executive. SA § 1.13. The "Collective Period"

25 ¹ Pursuant to the terms of the Settlement Agreement, if the escalator provision is triggered with respect
26 to the number of Workweeks worked by the Class Members, Verkada may elect to end the Class Period
before the date contemplated in the definition of the "Class Period." SA §§ 1.10, 8.1. The Parties expect
27 to inform the Court of Verkada's election under the escalator provision on or before the date of the
preliminary approval hearing. Should the Court grant preliminary approval, the Notice Packets that are
28 mailed to Class Members shall reflect the applicable release period, and Class Members' estimated
Individual Settlement Payments shall be based on that release period.

means January 17, 2020 through the earlier of the date of Preliminary Approval of the Settlement or 90 days after the Settlement Agreement is fully executed. SA § 1.14.

- c. The “Aggrieved Employees” means all current and former employees of Verkada who, who, during the PAGA Period, worked for Verkada in California in one of the following or similar job titles: (1) Sales Development Representative, (2) Marketing Development Representative, (3) Marketing (Sales) Development Representative, (4) Associate Account Executive, (5) Account Executive (including Account Executive MM1-MM6), and/or (6) Senior Account Executive. SA § 1.4. The “PAGA Period” means from January 13, 2022, through the date of Preliminary Approval of the Settlement or 90 days after the Settlement Agreement is fully executed, whichever is earlier. SA §§ 1.39.

3. Weighting of Individual Settlement Payments – Each Settlement Class Member’s and/or Settlement Collective Member’s “Individual Settlement Payment” will be calculated based on the number of eligible Workweeks (meaning, their number of workweeks during the Class Period and/or Collective Period), weighted according to whether the Settlement Class Member is a Class Member only (weighted as 5.0), a Collective Member only (weighted as 1.0), or both (weighted as 5.25). SA §§ 3.2.4.1, 7.6.1.

4. PAGA Payment – The Settlement allocates \$150,000 to PAGA penalties, with 75% (\$112,500) to be paid to the LWDA and 25% (\$37,500) to be distributed to the Aggrieved Employees pro rata based on the number of Pay Periods they worked during the PAGA Period. SA § 3.2.5. The Settlement has a procedure for Aggrieved Employees to dispute their PAGA Pay Periods. SA § 7.7.

5. Attorneys’ Fees, Costs, and Named Plaintiffs’ Service Payments – Class Counsel will seek attorneys’ fees of up to \$1,950,000 (1/3 of the GSA) and up to \$35,000 to reimburse their out-of-pocket litigation costs. SA § 3.2.2. The SA also provides for payment of up to \$10,000 to each Plaintiff (for a total of up to \$30,000) as their service payments, subject to Court approval. SA § 3.2.1.

6. Administration Costs – The Parties have mutually agreed to use ILYM Group (“ILYM”) as the notice and settlement Administrator. SA §§ 1.2, 7.1. ILYM is an experienced class action administrator and has provided services in thousands of cases, including hybrid class/FLSA settlements. Hammond Decl. ¶ 59. The Administrator’s expenses shall be reimbursed up to \$35,000. SA § 3.2.3.

7. Net Settlement Amount (“NSA”) – The Net Settlement Amount is the GSA less the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Should the court grant the payments set forth in paragraphs 4-6 above, the NSA will total approximately \$3,650,000. Each Settlement Class Member and Settlement Collective Member will be

entitled to payment of a pro rata portion of the NSA based on the methodology described in paragraph 3 above. Class Members and Collective Members will be given an opportunity to dispute the number of Workweeks in their Notice by submitting a written dispute to ILYM. SA § 7.7.

8. Notice – Within twenty (20) business days of preliminary approval, Verkada will provide the Administrator with the name, last-known mailing address, Social Security number, and the number of Workweeks and PAGA Pay Periods (if applicable) for each Class Member, Collective Member, and Aggrieved Employee. SA §§ 1.7, 4.2. Within fourteen (14) days, the Administrator will mail the Notice Packet containing the Notice, Request for Exclusion, and Consent to Join Form (as applicable) substantially in the form attached to the Settlement Agreement as **Exhibits A-C**. SA § 7.4.2. For all returned Notice Packets, ILYM will re-mail the Notice Packet to the forwarded address provided, or, if none is provided, ILYM shall use all reasonably available resources to search for mailing addresses, including skip tracing and direct contact. SA §§ 1.9, 7.4.3.

9. Automatic Participation and Consent to Join – Class Members will automatically receive their share of the NSA unless they opt out. SA §§ 1.51, 7.5. Class Members who are also Aggrieved Employees will not be able to opt out of the PAGA portion of the Settlement and will automatically receive their pro rata share of PAGA penalties. SA §§ 1.25, 5.5, 7.5.4. In accordance with 29 U.S.C. § 216(b), Collective Members will only receive their share of the NSA if they opt in. SA §§ 1.52, 7.6.

10. Opting Out or Objecting – Class Members who wish to opt-out must send a written notice to the Administrator within 60 calendar days of the date the Notice Packets are mailed (plus 14 days for Notice Packets that are re-mailed). SA §§ 1.47, 7.5. Any Class Member who opts-out will not be entitled to receive any payment under the Settlement (except their share of PAGA Penalties, if any) and will not be bound by the Settlement (except for the release of PAGA claims, if applicable). SA §§ 1.30, 5, 7.5.3-4. Class Members may object to the Settlement by sending the Administrator a written objection within 60 days (plus 14 days for Notice Packets that are re-mailed). SA § 7.8. If a Class Member objects and the Court approves the Settlement, s/he will be bound by the terms of the Settlement in the same way and to the same extent as non-objecting Class Members. See SA § 7.5.

11. Tax Consequences – For tax purposes, Individual Settlement Payments will be allocated as 50% wages and 50% penalties and interest. SA §§ 1.26, 3.2.4.2. Individual PAGA Payments will be

1 allocated as 100% penalties. SA § 3.2.5.3.

2 12. Scope of Release – Participating Class Members will release all claims asserted against
3 Verkada pursuant to the releases contained in the Settlement. Specifically, Settlement Class Members
4 will release all “Released Class Claims” which means:

5 all federal, state and local law claims, rights, demands, liabilities, and
6 causes of action that were or could have been asserted in the Action based
7 on the same alleged facts in any complaint filed in the Action and arising
8 during the Class Period, which includes in any PAGA letters sent by or on
9 behalf of the Aggrieved Employees to the LWDA, including claims for (1)
10 failure to pay overtime compensation; (2) failure to provide meal periods
11 or pay meal break penalties; (3) failure to provide rest breaks or pay rest
break penalties; (4) failure to indemnify necessary business expenses; (5)
failure to timely pay wages during employment and at separation of
employment; (6) failure to provide accurate itemized wage statements; and
(7) unfair and unlawful competition based on the California Labor Code
violations alleged in (1)-(6); and all claims for attorneys’ fees and costs,
interest and penalties based on the foregoing.

12 SA §§ 1.43, 5.3. Settlement Collective Members will release the “Released FLSA Claims” which means:

13 all federal wage and hour law claims, obligations, demands, rights, causes
14 of action, and liabilities, of whatever kind and nature, character and
15 description, that were or could have been asserted in the Action and arising
16 during the Collective Period based on the facts, claims and/or allegations
17 pled therein. Released FLSA Claims include, but are not limited to, claims
18 for overtime wages, damages, unpaid costs, penalties, liquidated damages,
punitive damages, interest, attorneys’ fees, litigation costs, restitution, or
equitable relief, based on any and all claims arising under the Fair Labor
Standards Act of 1938 (“FLSA”), as amended, 29 U.S.C. § 201, et seq.,
that have been or could have been asserted during the Collective Settlement
Period.

19 SA §§ 1.44, 5.4. Aggrieved Employees will release the “Released PAGA Claims” which means:

20 all claims for civil penalties under PAGA that were or could have been
21 asserted in the Action and arising during the PAGA Period based on the
22 same alleged facts in any of the complaints or in any PAGA letter sent by
23 or on behalf of the Aggrieved Employees to the LWDA, including but not
24 limited to claims for civil penalties for violations of the California Labor
25 Code for (1) failure to pay straight or overtime compensation; (2) failure
to provide meal periods or pay meal break penalties; (3) failure to provide
rest breaks or pay rest break penalties; (4) failure to indemnify necessary
business expenses; (5) failure to timely pay wages during employment and
at separation of employment; and (6) failure to provide accurate itemized
wage statements.

26 SA §§ 1.45, 5.5.

27 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS APPROPRIATE**

28 When a settlement is reached prior to class and/or conditional certification, courts must determine

whether certification is appropriate and whether the settlement is fair. See *Luckey v. Super. Ct.*, 228 Cal. App. 4th 81, 93-94 (2014); *Reed v. Bridge Diagnostics, LLC*, 2023 WL 4833461, at *3 (C.D. Cal. July 27, 2023) (“When the parties seek settlement approval of an FLSA collective action claim before seeking certification of a collective action, courts in this circuit first consider whether certification is appropriate and then whether the proposed settlement is substantively acceptable.”) (citation omitted). The certification standards are different for class and FLSA actions. In certifying an FLSA action the court “plays no...gatekeeping role” and “does not produce a class with an independent legal status or join additional parties to the action” who must then opt out of the suit. *Campbell v. City of Los Angeles*, 903 F.3d 1090, 11101 (9th Cir 2018). Therefore, we address conditional certification of the class and FLSA claims separately.

A. The California Class Satisfies Civ. Proc. Code § 382 Requirements

The decision to certify a class is purely a procedural one and should be based on the allegations in the Complaint and not on the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-40 (2000). In California, a Class is certifiable if (1) the class is ascertainable and sufficiently numerous; (2) there exists a well-defined community of interest; and (3) a class action is a superior method of adjudication. *Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1021 (2012); *Linder*, 23 Cal. 4th at 435. The “community of interest” requirement embodies three factors: (1) “predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Fireside Bank v. Super. Ct.*, 40 Cal. 4th 1069, 1089 (2007) (quoting *Richmond v. Dart Indus., Inc.*, 29 Cal. 3d 462, 470 (1981)). Plaintiffs satisfy each of these elements.

Numerosity and ascertainability are met here. Numerosity is met because there are 693 Class Members. Hammond Decl. ¶ 2; *Rose v. City of Hayward*, 126 Cal. App. 3d 926, 934 (1981). The Class is ascertainable because Defendant’s records are sufficient to identify the Class Members. See *Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 980 (2019) (“We conclude that the objectives of this requirement are best achieved by regarding a class as ascertainable when it is defined ‘in terms of objective characteristics and common transactional facts’ that make ‘the ultimate identification of class members possible when that identification becomes necessary.’” (quoting *Hicks v. Kaufman & Broad Home Corp.*,

1 89 Cal. App. 4th 908, 915 (2001).

2 Likewise, the requirement of a well-defined community of interest is met. *First*, predominance is
3 met because common questions of fact and law predominate over individual issues, including: (1)
4 whether Verkada properly classified Class Members as exempt; (2) whether Class Members worked over
5 8 hours per day or over 40 hours per week; (3) whether the wage statements failed to include their total
6 hours worked, all applicable rates, and accurate net and gross wages earned; and, (4) whether Verkada
7 required and/or expected Class Members to use their home internet when working remotely, and to use
8 their personal cellphones to communicate with clients throughout the Class Period. *See* Hammond Decl.
9 ¶¶ 27-43. *Second*, typicality is satisfied because Plaintiffs' claims are typical of the Class. Plaintiffs
10 worked in certain roles and allege they were misclassified as exempt, often worked overtime, were not
11 provided meal and rest breaks, were not provided accurate wage statements, were not paid all wages due
12 upon termination, and were not reimbursed for all necessarily-incurred business expenses. *See*
13 Declaration of Christopher Fox ("Fox Decl.") ¶¶ 2-12; Declaration of Kyree Washington ("Washington
14 Decl.") ¶¶ 2-15; Declaration of Thomas Sims ("Sims Decl.") ¶¶ 2-8. *See Seastrom v. Neways, Inc.*, 149
15 Cal. App. 4th 1496, 1502 (2007) (typicality is met where plaintiffs and other class members "have the
16 same or similar injury, [] the action is based on conduct which is not unique to the named plaintiffs, and
17 [] other class members have been injured by the same course of conduct." (internal citations and quotation
18 marks omitted)). *Finally*, adequacy is met here because Plaintiffs have no conflict of interest with the
19 Class Members and Class Counsel is experienced counsel. *See Caro v. Procter & Gamble Co.*, 18 Cal.
20 App. 4th 644, 669, n.21 (1993) ("Adequacy of representation depends on whether the plaintiff's attorney
21 is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
22 interests of the class."). Hammond Decl. ¶ 57; Fox Decl. ¶ 14; Washington Decl. ¶ 17; Sims Decl. ¶ 12.

23 Lastly, superiority is met here. Each Class Member's individual claim is relatively small, and it
24 would be inefficient to resolve the Class Members' claims at separate trials. *See Bufil v. Dollar Fin. Grp.,*
25 *Inc.*, 162 Cal. App. 4th 1193, 1208 (2008).

26 **B. The Proposed Collective Satisfies the Collective Action Requirements**

27 The requirements for certifying FLSA collective actions are less stringent than class certification
28 because a collective action requires consent to join in writing. *See* 29 U.S.C. § 216(b); *Hoffmann-La*

1 *Roche Inc. v. Sperling*, 493 U.S. 165, 170 (1989)). “If an employee does not file a written consent, then
2 that employee is not bound by the outcome of the collective action.” *Reed*, 2023 WL 4833461, at *3
3 (citation omitted). To certify an FLSA collective action, Plaintiffs only need to show that the opt-ins are
4 “similarly situated” to them. 29 U.S.C. § 216(b); *see generally* *Tyson Foods, Inc. v. Bouaphakeo*, 577
5 U.S. 442, 447-48 (2016); *Haro v. Rosemead*, 174 Cal. App. 4th 1067, 1070-1071 (2009). For the same
6 reasons that the Plaintiffs meet the “commonality of interest” factors discussed above, they and the
7 Collective Members are similarly-situated. *See* Declaration of Michele McDonald, Declaration of Jacob
8 Hobart, and Declaration of Michele Metcalf, filed herewith.

9 V. THE COURT SHOULD GRANT PRELIMINARY APPROVAL

10 Court approval is required for settlement of both class and collective FLSA actions. Cal. Rules of
11 Court, rule 3.769; *Camilo v. Ozuna*, 2019 WL 2141970, *6 (N.D. Cal. May 16, 2019). If Court finds that
12 “the settlement, taken as a whole, [is] fair, reasonable and adequate to all concerned” it should grant
13 preliminary approval. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 245 (2001) (quotations
14 and citations omitted); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 131 (2008); *Camilo*,
15 2019 WL 2141970, *10.

16 A. The Class Settlement is Fair, Adequate and Reasonable

17 In analyzing whether a settlement is fair and reasonable, courts consider: (1) the strength of the
18 plaintiff’s case balanced against the settlement amount; (2) the risk, expense, complexity and likely
19 duration of further litigation, and the risk of maintaining class action status through trial; (3) the extent
20 of discovery completed and the stage of the proceedings; (4) the experience and view of counsel; and (5)
21 the reaction of the class members to the proposed settlement. *Kullar*, 168 Cal. App. 4th at 128 (quoting
22 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996)). A settlement is “presumed to be fair”
23 when (1) it “is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to
24 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4)
25 the percentage of objectors is small.” *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 52 (2008) (quoting
26 *Dunk*, 48 Cal. App. 4th at 1802).

27 1. The Settlement is Presumed Reasonable and Fair Because It Was the Product of Arms- 28 Length Mediation Between Experienced Counsel, Based on Sufficient Investigation and Discovery

1 The Settlement is the product of serious, extensive, non-collusive, negotiations between the
2 parties, conducted at arm's length, informed by substantial factual investigation, and reached after
3 mediation with an experienced mediator. *In re Apple Computer, Inc. Derivative Litig.*, 2008 WL
4 4820784, at *3 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against any
5 inference of a collusive settlement). Throughout this case, Class Members have been represented by
6 counsel with extensive experience in wage and hour litigation, and, in particular, class actions alleging
7 similar types of misclassification and expense reimbursement claims. Class Counsel have been repeatedly
8 approved as Class Counsel by state and federal courts. Hammond Decl. ¶¶ 65-67 & Ex. 5. Defendant
9 was likewise represented by experienced counsel. *Id.* ¶ 24.

10 As discussed above, prior to negotiating the Settlement, Class Counsel spent considerable time
11 researching and investigating the claims, drafting pleadings, interviewing Plaintiffs and other Class
12 Members, meeting and conferring with Defendant's counsel, analyzing documents and data, and
13 gathering additional documents. Based on their investigation and data analysis, Class Counsel were able
14 to assess the value of Plaintiffs' claims and engage in settlement discussions that resulted in the
15 Settlement. Hammond Decl. ¶¶ 13-17. Based on their experience litigating similar cases and evaluation
16 of Plaintiffs' claims, Class Counsel believe the Settlement of \$5,850,000 plus the employer's share of
17 payroll taxes is an excellent result when compared to the value of the claims and when considered in light
18 of the risks of further litigation and Defendant's actual and potential defenses. *Id.* ¶¶ 3, 45.

19 **2. The Settlement is Fair and Reasonable Given the Realistic Value of the Claims**

20 The amount of a settlement in light of the strength of the plaintiff's case is the most important
21 factor in determining "whether a settlement is fair and reasonable." *Munoz v. BCI Coca-Cola Bottling*
22 *Co. of L.A.*, 186 Cal. App. 4th 399, 409, fn. 6 (2010) (quoting *Kullar*, 186 Cal. App. 4th at 130). Plaintiffs
23 have calculated a maximum total exposure as around \$43,304,561 (excluding PAGA penalties).
24 Hammond Decl. ¶ 44. As explained below, Plaintiffs believe a likely recovery would be much lower
25 given Defendant's actual and potential arguments and other risks. The \$5,850,000 Settlement will
26 provide substantial relief to the Class Members and Collective Members and is within the range of
27 possible approval based on recovery as a percentage of maximum exposure.

28 **a. Risks Inherent in Plaintiffs' Underlying Misclassification Theory**

1 Plaintiffs' claims (aside from the expense reimbursement claim) hinge on whether Verkada
2 incorrectly classified them as exempt. Plaintiffs contend they were non-exempt under the inside
3 salesperson exemption because their commissions were less than half of their total compensation (Wage
4 Order No. 4, § 3(D); 29 U.S.C. § 207), and no other exemption applies. Based on this theory, Plaintiffs
5 assert that Verkada was required to pay overtime wages under California and federal law, and to provide
6 California employees with meal and rest breaks and accurate itemized wage statements. Verkada,
7 contends Plaintiffs were exempt under the administrative exemption, the inside salesperson exemption,
8 and/or the FLSA's highly-compensated exemption. Verkada provided data showing that Class Members'
9 and Collective Members' commissions exceeded half their compensation during approximately 18.5%
10 and 16% of Workweeks, respectively, and data showing the FLSA's highly-compensated exemption
11 applied to Collective Members during 31% of pay periods.² Hammond Decl. ¶ 14.

12 The administrative exemption applies to an employee who: (1) performs office or non-manual
13 work "directly related to management or general business operations" of the employer; (2) customarily
14 and regularly exercises discretion and independent judgment; (3) "performs under only general
15 supervision work along specialized or technical lines requiring special training, experience, or
16 knowledge"; (4) is "primarily engaged in duties that meet the test of the exemption," and (5) earns a
17 minimum monthly salary equivalent of two times the state minimum wage for full time employment.
18 Wage Order No. 4, § 1(A)(2)(a-g); *Pellegrino v. Robert Half Internat.*, 181 Cal. App. 4th 713, 746-47
19 (2010). The exemption under California law is substantially similar as under federal law, except that
20 California law requires that 50% of the work time be spent on exempt duties. *DeLuca v. Farmers Ins.*
21 *Exch.*, 2018 WL 1981393, n.2 (Feb. 27, 2018) (citing *Eicher v. Advanced bus. Integrators, Inc.*, 151 Cal.
22 App. 4th 1363, 1371-72 (2007)). As relevant here, work qualifies as "directly related to management or
23 general business operations" if it is qualitatively administrative and of substantial importance to the
24 management or operations of the business. *Harris v. Super. Ct.*, 53 Cal. 4th 170, 181 (2011). Federal
25 Regulations former part 541.205(b) (2000) explains that administrative operations include work done by

26 ² Under California state law, commissions have to be more than half of the employee's compensation
27 during each workweek. *Peabody v. Time Warner Cable, Inc.*, 59 Cal. 4th 662, 670 (2014). Under federal
28 law, commissions must be more than half of employee's total earning in a "representative period" (not
less than one month). *See* 29 U.S.C. § 207.

1 white collar employees engaged in servicing a business. Such servicing may include, advising
2 management, planning, negotiating, and representing the company. *Harris*, 53 Cal. 4th at 182. Verkada
3 contends that Class Members’ and Collective Members’ work was directly related to the general business
4 operations of the company because they generate revenue by promoting sales through Verkada’s
5 “channel” partners. Verkada further contends that these individuals do not spend their days cold calling
6 or making sales calls; rather, they largely act as consultants, spending much of their time learning about
7 the client’s organization and needs and engaging in strategic planning to grow and support existing
8 clients, and exercise discretion in doing so. *See* DOL Opinion Letter FLSA 2021-1; 29 C.F.R. § 541.205
9 (2000); *Smith v. Johnson & Johnson*, 593 F. 3d 280, 285 (3rd Cir. 2010); *Schaefer-LaRose v. Eli Lilly &*
10 *Co.*, 679 F.3d 560 (7th Cir. 2012).

11 Although Plaintiffs believe the Court would find that Class Members and Collective Members do
12 not meet the administrative exemption, there is a risk that Verkada would succeed on the merits with
13 respect to some or all of the covered positions. Hammond Decl. ¶ 30. Furthermore, there is a risk that a
14 court would deny certification because the covered positions differ with respect to job duties and levels
15 of discretion (e.g., Sr. Account Executives and Account Executives held more senior positions and
16 Associate Account Executives, Sales Development Representatives held more junior positions, and
17 Marketing Development Representatives were focused on marketing rather than promoting sales), and
18 because employees in the covered positions worked on different teams with different supervisors. *Id.*;
19 *See e.g. Soderstedt v. CBIZ Southern Calif. LLC*, 197 Cal. App. 4th 133, 144-149 (2011) (affirming denial
20 of class certification based on finding that application of administrative exemption turned on
21 individualized questions). Given the lower burden to certify collective actions, Plaintiffs see those
22 certification risks as minimal.

23 **b. Risks on the State and Federal Overtime Claims**

24 Plaintiffs’ unpaid overtime claim comprises a substantial portion of the estimated damages.
25 Assuming seven hours of overtime per week, Plaintiffs calculated the maximum value as around
26 \$20,410,554 for the Class Members and around \$10,578,347 for the Collective Members (assuming
27 100% opt-in rate, and a three-year statute of limitations based on willful failure to pay overtime).
28 Hammond Decl. ¶ 31. As discussed above, Verkada contends Plaintiffs will not be able to certify this

1 claim. Moreover, Verkada contends these individuals worked minimal overtime (if any), and produced
2 substantial time proxy data to support this defense. Proving hours worked is inherently a fact-intensive
3 inquiry and would likely require a trial. Thus, uncertainties about the provable amount of overtime
4 worked by the Class and Collective Members presents a risk. Based on these actual and potential
5 defenses, Plaintiffs applied a 40% discount to the overtime claims for the risks on certification, for
6 settlement purposes, and a further 50% discount for the risk on the merits, reducing the value of the
7 California overtime claim to **\$6,123,166**. *Id.* ¶ 34.

8 As discussed above, Plaintiffs calculated the maximum exposure to the FLSA overtime claims
9 based on a 100% opt-in rate. However, the typical opt-in rate of “between 15 and 30 percent,” reduces
10 exposure to \$3,173,504. Hammond Decl. ¶ 35; *See Ellis v. Edward D. Jones & Co., L.P.*, 527 F. Supp.
11 2d 439, 444 (W.D. Pa. 2007). Plaintiffs applied no discount for the risk that a court would deny
12 conditional certification, and a further 50% discount for the same merits risks applicable to the California
13 overtime claim. In addition, there is a risk the Court would find Verkada’s violation (if any) was not
14 willful and apply a two-year, rather than a three-year statute of limitations (*Abbe v. City of San Diego*,
15 2007 WL 4146696, at * 17 (S.D. Cal. Nov. 9, 2007)), as well as a risk that Verkada could successfully
16 argue that some of the Collective Members were exempt under the highly compensated exemption. Based
17 on these additional risks, Plaintiffs applied a further 15% discount, reducing the value of the FLSA
18 overtime claim to **\$1,348,739**. Hammond Decl. ¶ 35.

19 **c. Risks on the Meal and Rest Break Claims**

20 Plaintiffs contend that Class Members missed meal and rest breaks due to the pressure placed on
21 them by Verkada to hit certain targets,, and calculated Verkada’s exposure for meal and rest break
22 violations as around \$7,081,470 (assuming three missed meal/rest breaks per week). Hammond Decl. ¶
23 36. Verkada contends that Class Members were provided with compliant breaks. In support, Verkada
24 points to the fact that it provides free meals to Class Members which may be eaten at its multiple cafeteria
25 spaces, and that during the relevant period its records show it served lunch to 120% of its employee
26 population, and that lunch often runs out by 12:30 p.m., suggesting timely meals. Verkada also pointed
27 to its employee-centric culture and multiple rest break areas, which have sitting areas and various forms
28 of entertainment, including games and televisions. *Id.* ¶ 37. Plaintiffs expect Verkada would argue that

1 even if some Class Members do not take meal and/or rest breaks they do so by their own choice, as they
2 have full control over their schedules and enough time during the day to take both meal and rest breaks.
3 *Id.* ¶ 38. Verkada would also likely argue that whether each Class Member was able to take breaks will
4 result in fact-intensive determinations and would make certification unlikely. *Id.* Based on these actual
5 and potential defenses, Plaintiffs applied a 40% discount for the certification risk, and a further 50%
6 discount for the risk on the merits, reducing the value of these claims to **\$2,124,441** *Id.* ¶ 39.

7 **d. Risks on the Wage Statement and Waiting Time Penalties Claims**

8 Plaintiffs' wage statement claim and claim for waiting time penalties hinge on Plaintiffs'
9 misclassification theory, and Plaintiffs' waiting time penalties claim is entirely derivative of their
10 overtime, meal, and rest break claims. Plaintiffs calculated the total exposure on both claims as
11 \$4,704,140 (\$1,105,400 for wage statement penalties, and \$3,688,740 for waiting time penalties).
12 Hammond Decl. ¶ 40. Plaintiffs applied a 40% discount to these claims for the same risks on class
13 certification as applicable to the overtime and meal/rest break claims. Plaintiffs applied a further 50%
14 discount for the risks on the merits because these claims hinge on Plaintiffs' misclassification theory, and
15 because Verkada would likely argue it acted in good faith and therefore no penalties may be awarded.
16 *See Naranjo v. Spectrum Security Services, Inc.*, 88 Cal. App. 5th 937, 944-951 (2023) (holding that a
17 good faith dispute/defense precludes a "knowing and intentional" violation finding necessary for an
18 award of penalties under § 226(e) and § 203); *Barnhill v. Roberts Saunders & Co.*, 125 Cal. App. 3d 1,
19 8-9 (1981) (an employer's failure to pay wages is not "willful," if the legal duty to pay them was unclear
20 at the time of the violation). Thus, Plaintiffs calculated Verkada's realistic exposure on these claims,
21 after applying discounts, as **\$1,411,242**. Hammond Decl. ¶ 41.

22 **e. Risks on the Unreimbursed Expenses Claim**

23 Plaintiffs calculated total damages on the expense reimbursement claim as \$492,050 based on
24 their claim that Class Members paid out of pocket for their home internet when working remotely from
25 home during the COVID-19 pandemic, and that they used their cellphones to communicate with clients
26 throughout the entire Class Period, even when working from the office. However, Verkada provided
27 evidence that it reopened its offices in June 2020, and that employees are given laptops from which they
28 are instructed to make all calls. Hammond Decl. ¶ 42. Plaintiffs applied a 30% discount for class

1 certification based on the argument that individualized issues would predominate, and applied a further
2 50% discount based on Verkada's actual and potential merits-based defenses. This reduced the realistic
3 damages to **\$172,218**. *Id.* ¶ 43.

4 **Settlement is Fair and Reasonable for Both the Class and the Collective Members**

5 The Settlement is well within the range of possible approval based on recovery as a percentage
6 of maximum exposure. Plaintiffs have calculated the maximum total exposure as around \$43,304,561
7 (excluding PAGA penalties). Hammond Decl. ¶ 44. However, as discussed above, Plaintiffs' Counsel
8 believes that that actual recovery in this action would be much lower (around \$11,191,206) given the
9 litigation risks specific to this case as well as risks inherent to litigating any class action lawsuit. Thus,
10 the Settlement is 52.3% of the realistic recovery, which is an excellent result. *Id.* ¶ 45. Even compared
11 against the maximum potential recovery, the Settlement represents a 13.5% recovery, which is well
12 within the range of reasonableness. *Id.*; *See Haralson v. U.S. Aviation Srvs. Corp.*, 2020 WL 12309507,
13 at *5 (N.D. Cal. Sept. 3, 2020) (granting preliminary approval of settlement representing 10% of the
14 maximum potential value); *Balderas v. Massage Envy Franchising, LLC*, 2014 WL 361095, at *5 (N.D.
15 Cal. July 21, 2014) (granting preliminary approval of settlement representing 5% of the projected
16 maximum recovery); *Blair v. Designs*, No. 34-2021-00313156-CU-OE-GDS, 2023 Cal. Super. LEXIS
17 5339 (Sacramento Cnty. Super. Ct., January 13, 2023) (granting final approval of settlement representing
18 10% of the maximum value of claims).

19 Assuming 100% participation rate, the average gross recovery per Class Member will be
20 \$7,437.03 and per Collective Member will be \$1,122.81, the average net pre-tax recovery per Class
21 Member will be \$4,640, and per Collective Members will be \$700.56. Hammond Decl. ¶ 47. These
22 amounts are significant given the various litigation risks associated with each group of individuals. If
23 there is a less than 100% participation rate, which is likely given the typical opt-in rate, the average
24 recovery will be even greater.

25 **f. The Allocation Formula is Appropriate and Reasonable**

26 The Settlement will be allocated based on a weighted workweek formula that corresponds to the
27 realistic value of the California and FLSA claims. Plaintiffs believe this allocation formula is an
28 appropriate and fair way of distributing the Settlement because it recognizes the high value of California

overtime, meal period, rest break, wage statement, waiting penalties, expense reimbursement claims and longer statutory limitations period versus the FLSA overtime claim. Hammond Decl. ¶ 47.

g. The Settlement of PAGA Penalties is Reasonable

The total allocation to PAGA penalties is \$150,000. The allocation represents 14% of the maximum \$1,072,400 PAGA exposure calculated using \$100 per pay period penalty (the value for initial penalties), and assuming the Court would not allow “stacking” for multiple violations in the same pay period. Hammond Decl. ¶ 49; *See Bernstein v. Virgin Am., Inc.*, 2021 U.S. App. LEXIS 6641, at *35-36 (9th Cir. March 8, 2021) (holding that “subsequent” PAGA violations do not apply until employer has been notified of a violation); *Smith v. Lux Retail N. Am., Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (raising doubts “that we would really pile one penalty on another for a single substantive wrong”). This PAGA allocation is appropriate in light of Defendant’s anticipated argument that a court would likely exercise its discretion to significantly reduce the amount of PAGA penalties,³ and the fact that the PAGA claim is subject to the same merits risks as the underlying non-PAGA claims, which, as discussed above, are significant. Hammond Decl. ¶ 50. Furthermore, the Settlement will result in robust relief, which is what courts look at when assessing the amount attributed to PAGA penalties. *Id.*; *See O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. Aug. 18, 2016) (where settlement of class claims is robust, the purpose of PAGA may be fulfilled because by providing fair compensation to class members, the settlement has a deterrent effect on defendant and other employers, thus fulfilling the purpose of PAGA). Furthermore, Plaintiffs’ allocation of 14% of the maximum PAGA penalties compares favorably to PAGA allocations in similar cases. *See, e.g., Mayer, et al v. Visa Inc., et al.*, No. CGC-21-593058 (San Francisco Cnty. Super. Ct. Nov. 17, 2023) (finally approving a \$45,000 carveout for PAGA penalties, representing 1.3% of the maximum); *Dixon v. Cushman & Wakefield Western, Inc.*, 2022 WL 1189883, *7 (April 21, 2022) (finally approving a \$26,666.67 carveout for PAGA penalties, representing 1.3% of the maximum). Hammond Decl. ¶ 51.

3. The Risk of Continued Litigation

³ In *Gola v. Univ. of San Francisco*, No. CGC-18-565018 (San Francisco Cnty. Super. Ct.) (Aug. 10, 2020), a recent case tried by Class Counsel, the Court awarded only 15% of the maximum available PAGA penalties, despite finding that the defendant did not take steps to promptly correct the alleged violations, and the facts did not support any good faith defense.

1 Plaintiffs believe each claim has merit as to some or all Class Members and Collective Members
2 and is supported by evidence. Hammond Decl. ¶ 52. Defendant believes there are valid defenses to those
3 claims and denies liability, but desires to settle to avoid the expense and business disruption associated
4 with further litigation. *Id.* Plaintiffs recognize that if they continued to litigate, they would face significant
5 risks and face additional costs and delays, including further discovery, motion practice, and trial
6 preparation (if Plaintiffs make it that far). Continued litigation could take years and would put Class
7 Members and Collective Members at a risk of recovering less than the Settlement, or nothing at all. *Id.* ¶
8 53. While Plaintiffs believe Verkada failed to pay overtime under California state and federal law, and
9 otherwise violated California law, they recognize the Court could find for Verkada on one or more of its
10 defenses and on one or more of Plaintiffs' claims. Even if Plaintiffs prevail at trial, appeals could further
11 delay and jeopardize recovery. *Id.* By contrast, the Settlement ensures timely relief and substantial
12 recovery of the wages, damages, and other amounts that Plaintiffs contend they and the Class Members
13 and Collective Members are owed. *Id.* ¶ 54.

14 **4. The Extent of Discovery Completed and the Stage of the Proceedings**

15 As discussed above, Defendant produced data that was sufficient for Plaintiffs to evaluate their
16 claims for settlement. Class Counsel spent a significant amount of time analyzing documents and data,
17 requesting clarification and further data and information, and independently investigating Plaintiffs'
18 claims by surveying and/or interviewing putative Class Members, and negotiating and finalizing the
19 Settlement and related documents. Hammond Decl. ¶¶ 15-19.

20 **5. Views of Experienced Counsel Support the Reasonableness of the Settlement**

21 Class Counsel has extensive experience in class action litigation, and, in particular wage-and-
22 hour and unreimbursed expense class actions, and has been repeatedly determined by numerous courts
23 to be adequate class counsel. Hammond Decl. ¶¶ 64-66 & Ex. 5 thereto. Class Counsel considers the
24 settlement to be fair, reasonable and adequate. *Id.* ¶ 3.

25 **6. Reaction of the Class Members to the Proposed Settlement**

26 It is premature to address this factor, since notice has not yet been sent out. The Settlement,
27 however, confers substantial benefit on the Class Members and reasonably tailors each Class Member's
28 claim to the amount s/he will receive. This promises an overall favorable response.

1 **B. The Court Should Grant Preliminary Approval of the FLSA Collective Action Settlement**

2 Approval of FLSA settlements is a one-step process, and is appropriate where the claim involves
3 a “bona fide dispute” over liability, and the settlement is a fair and reasonable resolution. ““A bona fide
4 dispute exists when there are legitimate questions about the existence and extent of the defendant’s FLSA
5 liability.”” *Jennings v. Open Door Mktg., LLC*, 2018 WL 4773057, at *4 (N.D. Cal. Oct. 3, 2018) (quoting
6 *Gonzalez v. Fallanghina, LLC*, 2017 WL 1374582, at *2 (N.D. Cal. Apr. 17, 2017)). In evaluating the
7 fairness of an FLSA settlement, courts apply the same factors as in *Kullar* to determine “whether the
8 proposed settlement is substantively acceptable.” *Reed*, 2023 WL 4833461, at *3 (citation omitted); *see*
9 *also Beidleman v. City of Modesto*, 2018 WL 1305713, at *2 (E.D. Cal. March 12, 2018). As discussed
10 above, the Settlement reflects a compromise of disputed issues that was reached after arm’s-length
11 negotiations, with the assistance of an experienced mediator. Thus, there are “legitimate questions about
12 the existence and extent of [D]efendant’s FLSA liability.” *Jennings*, 2018 WL 4773057, at *4. Because
13 the Settlement represents a fair value for the Collective Members of a bona fide dispute over wages, the
14 Court should approve the Settlement.

15 **VI. THE PROPOSED NOTICE AND PROCEDURE ARE ADEQUATE**

16 The Notice is tailored to each type of recipient (i.e. Class Member, Collective Member, or a
17 member of both the Class and the Collective) to provide only information that is relevant to them, so as
18 to avoid confusion. *See* Exs. A-C to the SA. Each version describes the litigation, the terms of the
19 Settlement, and the options available to each recipient. *See id.* The Notice also provides the
20 Administrator’s website where recipients may view important documents filed in the case, and sets out
21 the release language. The Notice will also inform each recipient of their estimated settlement payment,
22 the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate their estimated
23 settlement payment, and will provide instructions on how to challenge the number of Workweeks and/or
24 PAGA Pay Periods. *See Exhibit B* to the SA. Finally, the Notice sets out the date of the final approval
25 hearing. The procedure for distribution of the Notice meets the standard requiring that the Notice has “a
26 reasonable chance of reaching a substantial percentage of the Class Members.” *Cartt v. Super. Ct.*, 50
27 Cal. App. 3d 960, 974 (1975). Here, the Notice will be sent by first class mail to the most recent address
28 of each Class/ Collective Member (SA § 4.4.1) and skip tracing will be employed for all Notices returned

1 as undeliverable. SA §§ 1.9, 4.4.2. As such, the Notice is likely to reach most, if not all, Class/ Collective
2 Members. Thus, the Court should approve the procedure/method for distribution of Notice.

3 **VII. THE PROPOSED SERVICE PAYMENTS TO THE CLASS REPRESENTATIVES AND**
4 **ATTORNEYS' FEES AND COST ARE FAIR**

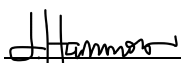
5 If the Court grants preliminary approval, Class Counsel anticipates filing a separate motion for
6 attorneys' fees and costs, and service payments to the Class Representatives that will be scheduled to be
7 heard following the notice process. Plaintiffs will request an incentive award of \$10,000 each for
8 Plaintiffs Fox, Washington, and Sims. The proposed service payments are warranted for the critical role
9 Plaintiffs played in bringing this case, for the time and effort they expended, the reputational risk
10 associated with suing their former employer, and the general release to which they will agree. Hammond
11 Decl. ¶¶ 55-57. The requested incentive awards fall well within the range of incentive payments typically
12 awarded to class representatives in similar actions. *See e.g., Cellphone Termination Fee Cases*, 186 Cal.
13 App. 4th 1380, 1393 (2010) (affirming awards of \$10,000). Class Counsel will not seek more than one-
14 third of the GSA (i.e. \$1,950,000), plus actual out-of-pocket costs not to exceed \$35,000. SA §§ 1.6,
15 3.2.2. This amount is fair, reasonable and represents an amount that is typically approved in class actions
16 by California courts. *See, e.g., Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 487, 596 (2016)
17 (affirming a fee award representing 33.3% of the fund).

18 **VIII. CONCLUSION**

19 For the foregoing reasons, Plaintiffs submit that the settlement is fair, adequate and reasonable,
20 and in the best interests of Plaintiffs, Class Members, and proposed Collective Members. Accordingly,
21 Plaintiffs request that the Court grant preliminary approval of the Settlement, certify the action for
22 settlement purposes only, appoint Plaintiffs Fox, Washington, and Sims and HammondLaw, P.C. as Class
23 Representatives and Class Counsel, appoint ILYM as case administrator, and authorize the sending of
24 the Notice according the procedure outlined in the Settlement and by the forms submitted herewith; and
25 set a final approval hearing.

26 Dated: February 5, 2024

Respectfully submitted,

27 
28 Julian Hammond

Polina Brandler
Attorneys for Plaintiffs and Proposed Classes

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