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8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SAN FRANCISCO**

10 PAUL REEB, individually and on
11 behalf of others similarly
12 situated,

13 Plaintiff,

14 v.

15 AIR EDUCATION, INC., a
16 Delaware corporation, and
17 DOES 1 through 50,

18 Defendants.

Case Number:

CGC-25-630919

CLASS ACTION

(Plaintiff Class,

Cal.Code Civ.Proc., § 382)

**DECLARATION OF MR. PAUL
REEB IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
PROPOSED CLASS-ACTION AND
PAGA SETTLEMENT**

HEARING:

Date: 17 AUGUST 2026

Time: 11:00 a.m.

Place: Dept. 613

ACTION FILED:

03 NOVEMBER 2025

TRIAL DATE:

Not set.

28 **DECLARATION OF MR. PAUL REEB IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF PROPOSED CLASS-ACTION AND PAGA
SETTLEMENT – PAGE 1**

1 I, PAUL REEB, hereby declare:

2 1. All of the facts set forth in this Declaration are within my personal
3 knowledge true and correct (except as to any matters which may be contained
4 herein which are expressly stated to be based upon information and belief;
5 however, I believe that any and all matters stated herein to be based upon
6 information and belief are true).

7 2. I am the Plaintiff and proposed class representative in the above-
8 captioned civil action.

9 3. I am a U.S. citizen who resides most of the year in California, where
10 I work as a substitute teacher.

11 4. I also hold Italian citizenship which permits me to live and work in
12 any European Union member state.

13 5. As of March of 2025, I was residing and working in the municipality
14 of Flix, in the Comarca (County) of Ribera d'Ebra, Province of Tarragona,
15 Catalonia, Spain (which I understand to be a member state of the European
16 Union).

17 6. In March of 2025, while I was residing in Spain, I applied to become
18 a Tutor for AEI, and was accepted.

19 7. On or about 11 March 2025, I entered into the contract reproduced
20 at Exhibit "A" to the accompanying Memorandum. My residence address (in
21 Spain) which is shown on that contract was current and accurate as of the date
22 I signed that contract and submitted it to AEI.

23 8. Once I was an active Tutor, I was able to see through AEI's web
24 portal that AEI's Tutors were located throughout the United States.

25 9. During the 180-day term of the contract reproduced at Exhibit "A"
26 to the accompanying Memorandum, I conducted Tutoring services for AEI from
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Spain (although I relocated to California before the expiration of that initial 180-day term).

10. On or about 09 September 2025, I entered into the contract reproduced at Exhibit “B” to the accompanying Memorandum. My residence address (in California) which is shown on that contract was current and accurate as of the date I signed that contract and submitted it to AEI.

11. During the 180-day term of the second contract, I conducted Tutoring services for AEI only from California.

12. When the second contract expired at the conclusion of its 180-day term, I did not seek to enter into, and did not enter into, a third contract.

13. On 14 April 2026, I issued a written resignation e-mail to AEI which stated, *inter alia*: “Please accept this email as a formal notification that I am resigning from my position.” A true and correct copy of said e-mail is reproduced at Exhibit “C” to the accompanying Memorandum.

14. Exhibits “D” and “E” to the accompanying Memorandum are *Indeed* advertisements for the AEI Tutor position which I located during this litigation. I recall having seen a similar or identical *Indeed* advertisement before I applied to be a Tutor with AEI.

15. As AEI’s contracts show, the Tutors are required to perform additional work both before, and after, the tutoring session:

- a. The Tutor is required to, “[p]review the relevant curriculum ...”, prior to each tutoring session; and
- b. The Tutor is also required to, “... [p]rovide feedback on each student ...”, and must do so, “... within 12 hours of the session’s end.”

16. From my personal experience, I know that the required pre-tutoring-session work, and the required post-tutoring-session work, in the aggregate, take

1 longer than the tutoring session, itself.

2 17. From my personal experience, I know that AEI does not record or
3 track (even by asking the Tutors) the time expended by the Tutors in the required
4 pre-tutoring-session work, or in the required post-tutoring-session work.

5 18. AEI's work scheduling system is as follows:

6 a. Each Tutor informs AEI of his or her availability to work (*e.g.*, M-F,
7 afternoons);

8 b. AEI then assigns session times and students to the Tutor;

9 c. The Tutor must then conduct the assigned tutoring sessions at the
10 assigned times, or is subject to penalties under AEI's Teacher
11 Attendance Policy.

12 19. The Tutors are often required to work, and do work, split shifts, *i.e.*,
13 the Tutors' work schedules are interrupted by non-paid non-working periods
14 established by AEI (other than *bona fide* rest or meal periods). For example, on
15 9 October 2025, I was required to perform, and did perform, three tutoring
16 sessions, as follows:

17 a. 0700 to 0730 (first session);

18 b. 0845 to 0915 (second session); and

19 c. 1108 to 1138 (third session).

20 20. The Tutors are often required to report to work a second time (or
21 even a third time) in a workday without receiving at least two hours of pay. For
22 example, during the workday described in the preceding Paragraph, I was
23 required to report to work three times, but received only one hour's pay, *in toto*,
24 for the work performed during the second and third work shifts.

25 21. AEI failed to issue anything remotely like a wage statement – thus
26 AEI wholly fails to provide an itemized statement showing total hours worked by
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1 the Tutor; to whatever extent hours worked during a session could be inferred or
2 derived from the document which AEI does provide, that number of hours is
3 inaccurate because it does not include time expended in the required pre-
4 tutoring-session work, or the required post-tutoring-session work.

5 22. According to AEI's standardized practice, the tutoring sessions are
6 conducted over the Internet.

7 23. In order to discharge their duties, it is thus necessary for the Tutors
8 to communicate with the students through remote video-conferencing; this
9 necessitates the use of the Tutors' own computers, cameras, and internet
10 connections.

11 24. AEI does not provide any indemnification or reimbursement to the
12 Tutors for their expenditures and/or losses necessarily incurred to facilitate
13 remote video-conferencing with the students.

14 25. During this litigation, I have assisted Attorney, David J. Gallo, Esq.,
15 in prosecuting this case by (among other things) providing information to Mr.
16 Gallo, and making decisions on behalf of the proposed Plaintiff Class of the type
17 that would customarily be made by the client in litigation (including, for example,
18 whether and when to enter into any potential proposed settlement).

19 26. I understand that, if approved as Class Representative, I would be
20 required to continue to advance the interests of the Plaintiff Class as a whole,
21 and to do so without regard to my own personal interests.

22 27. I am ready, willing and able to execute all duties of Class
23 Representative, and to advance the interests of the Plaintiff Class as a whole,
24 without regard to my own personal interests.

25 28. I am aware of no conflict of interest as between the Plaintiff Class on
26 the one hand, and me on the other hand.

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28 **DECLARATION OF MR. PAUL REEB IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF PROPOSED CLASS-ACTION AND PAGA
SETTLEMENT – PAGE 5**

1 29. I am informed and believe my own personal claims are typical of the
2 claims of members of the Plaintiff Class, and that I can and would adequately
3 represent the Tutors as a Plaintiff Class.

4 I declare under penalty of perjury that the foregoing is true and correct.
5 Executed this 25th day of July, 2026, within San Diego County, California.

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8 PAUL REEB

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26 [DECL REEB iso PRELIMINARY APPROVAL.wpd]
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28 **DECLARATION OF MR. PAUL REEB IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF PROPOSED CLASS-ACTION AND PAGA
SETTLEMENT – PAGE 6**

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Sophia B. Collins, Esq.: scollins@littler.com

Anthony Ly, Esq.: aly@littler.com

Blair Senesi, Esq.: bsenesi@littler.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of July, 2026, at Del Mar, California.

[DECL REEB iso PRELIMINARY APPROVAL.wpd]