AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION

Randall B. Aiman-Smith #124599
Reed W.L. Marcy #191531
Hallie Von Rock #233152
Lisseth Bayona #338135
7677 Oakport St. Suite 1000
Oakland, CA 94621
T 510.519.1018
ras@asmlawyers.com
rwlm@asmlawyers.com
hvr@asmlawyers.com
lb@asmlawyers.com

Attorneys for All Plaintiffs

IN THE SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

SARAH RAD, individually and on behalf of all others similarly situated; and THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY, a California governmental agency, *ex rel*. SARAH RAD, Plaintiffs, v. SKINSPIRIT ESSENTIAL, LLC, a Washington corporation; and DOES 1-15, inclusive, Defendants.	Case No.: 24CV095295 **DECLARATION OF HALLIE VON ROCK IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Hearing Date: March 18, 2026 Hearing Time: 1:30 p.m. Reservation: 721050213871 Assigned for all purposes to: Judge Patrick McKinney Department 18 Rene C. Davidson Courthouse 1221 Oak Street Oakland, CA 94612

DECLARATION OF HALLIE VON ROCK IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

I, Hallie Von Rock, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and a partner with the law firm Aiman-Smith & Marcy, attorneys for Plaintiff Sarah Rad and the proposed Settlement Class in this action. I have personal knowledge of the facts stated herein and, if called upon, could and would competently testify thereto.

2. I submit this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Representative Action Settlement. Unless otherwise stated, all facts set forth in this Declaration are based on my personal knowledge, review of documents produced in discovery, investigation conducted by my firm, communications with Plaintiff and Class Members, consultation with experts, and my involvement in the litigation and settlement of this Action.

3. A true and correct copy of the executed Memorandum of Understanding ("MOU") for this Action is attached hereto as **Exhibit 1**.

4. A copy of the proposed full Notice is attached hereto as **Exhibit 2** and a copy of the proposed postcard Notice is attached hereto as **Exhibit 3**.

5. Filed concurrently herein, Plaintiff has submitted a Proposed Order setting forth the proposed schedule of events from here through final approval.

<u>QUALIFICATIONS AND ADEQUACY OF CLASS COUNSEL</u>

6. Aiman-Smith & Marcy is an experienced law firm focusing on complex civil litigation and representative actions. My firm substantially concentrates its practice in the prosecution of representative actions and we have successfully served as class counsel and PAGA counsel in prosecuting dozens of complex actions against major corporations, including taking cases to judgment and to appeal. We have recovered tens of millions of dollars in benefits for individuals across the country. Two of our class action appellate opinions are *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129, and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, which have been cited in case law more

than 140 times. Aiman-Smith & Marcy has handled numerous wage and hour class actions, addressing misclassification, overtime, meal and rest breaks, expense reimbursements, compensation for uniform reimbursements, and statutory and civil penalties, including cases in the appellate courts and before the California Supreme Court. A true and correct copy of the firm résumé of Aiman-Smith & Marcy is attached hereto as **Exhibit 4**.

7. My firm has no conflicts of interest with the Class Members and have zealously represented the interests of all Plaintiffs in this action.

BACKGROUND AND INVESTIGATION

8. My firm was retained by Plaintiff Sarah Rad to investigate and litigate claims arising from Defendant SkinSpirit Essential, LLC's ("Defendant" or "SkinSpirit") wage-and-hour and labor law practices affecting non-exempt hourly employees in California.

9. Prior to filing the Complaint, my firm conducted a substantial factual investigation, including detailed interviews with Plaintiff regarding her job duties, work schedules, compensation practices, meal and rest break experiences, reimbursement practices, timekeeping procedures, staffing levels, productivity expectations, and operational policies.

10. Based on this investigation, we concluded that Plaintiff's claims had merit and that Defendant maintained uniform policies and practices that systematically impeded employees' ability to take compliant meal and rest periods, required or suffered off-the-clock work, failed to reimburse necessary business expenses (including mandatory cell phone usage), and failed to provide fully accurate wage statements.

11. On June 6, 2024, Plaintiff submitted a notice of alleged Labor Code violations committed by Defendant under the Private Attorneys General Act ("PAGA") to the Labor Workforce and Development Agency ("LWDA").

12. On October 9, 2024, Plaintiff commenced this Action by filing a class and representative action Complaint in the Superior Court of California, County of Alameda, asserting claims under the California Labor Code, Business & Professions Code, and the PAGA.

13. Plaintiff has been a zealous advocate on behalf the Class Members and

Aggrieved Employees and has no conflicts of interest.

DISCOVERY AND DATA ANALYSIS

14. Following the filing of the Complaint, the Parties engaged in both formal and informal discovery, including the exchange and analysis of timekeeping records, payroll data, personnel information, written policies, and operational materials.

15. My firm worked closely with a damages expert to analyze Defendant's timekeeping and payroll data, including evaluating workweeks, pay periods, rates of pay, recorded meal and rest breaks, and potential violations across the Class Period and PAGA Period. The damages calculations are derived from Defendant's payroll and timekeeping data, covering October 9, 2020, through December 11, 2024, and then extrapolated through the date of mediation on November 3, 2025.

16. This analysis allowed us to develop estimates of potential damages and civil penalties, assess litigation risks, evaluate certification issues, and meaningfully engage in settlement negotiations from an informed and data-driven position.

MEDIATION AND SETTLEMENT NEGOTIATIONS

17. After substantial investigation and data exchange, the Parties participated in an all-day mediation on November 3, 2025, before Henry Bongiovi, Esq., a highly experienced mediator in complex wage-and-hour class and representative actions.

18. The mediation was preceded by extensive briefing, detailed damages analyses, and adversarial negotiations. The Parties were both represented by highly experienced wage-and-hour class action counsel and vigorously disputed liability, damages, certification issues, and PAGA exposure.

19. Following the mediation and subsequent consideration of a Mediator's Proposal, the Parties reached agreement on the material terms of a resolution, which were memorialized in the MOU.

20. In my professional judgment, the Settlement represents a fair, reasonable, and adequate compromise of seriously disputed claims and reflects a careful balancing of the strengths and weaknesses of the case, the risks of continued litigation, and the benefits of

immediate and certain recovery for the Class and Aggrieved Employees.

SETTLEMENT TERMS AND RELIEF

21. The Settlement provides for a non-reversionary Gross Settlement Amount of Four Hundred Ninety Thousand Dollars ($490,000), which will fund individual class payments, PAGA penalties, attorneys' fees and costs, a service award to Plaintiff, and settlement administration expenses. Defendant will separately pay any applicable employer-side payroll taxes.

22. Based on Defendant's records, there are approximately 202 Settlement Class Members who collectively worked approximately 16,000 workweeks during the Class Period.

23. After Court-approved deductions, the Net Settlement Amount will be distributed automatically to Participating Class Members on a pro rata basis based on workweeks worked, without requiring claim forms.

24. The Settlement also allocates $47,000 to resolve PAGA claims, with seventy-five percent (75%) payable to the California Labor and Workforce Development Agency and twenty-five percent (25%) payable to Aggrieved Employees. Prior to filing this motion, Plaintiffs submitted a copy of the Settlement Agreement, the Motion for Preliminary Approval, all supporting declarations, and Proposed Order to the LWDA. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as **Exhibit 5**.

25. The MOU allows Class Counsel to seek an award of attorneys' fees up to one-third, but Class Counsel will not seek an attorney's fee award that exceeds One Hundred Forty-Seven Thousand Dollars and Zero Cents ($147,000.00) (30% of the Gross Settlement Common Fund) and reimbursement of costs and expenses in an amount not to exceed Seventeen Thousand Dollars and Zero Cents ($17,000.00) from the Gross Settlement Common Fund. In their Motion for Final Approval, Class Counsel shall submit a request for attorney's fees and litigation costs pursuant to the terms of the MOU and applicable law, and will provide the Court with appropriate information and evidence regarding hourly rates and time expended on the case. If the Court approves less than the above amounts, the settlement administrator will allocate the remainder to the Net Settlement Amount.

26. In light of the litigation risks, certification challenges, defenses asserted by Defendant, and the uncertainties inherent in continued litigation, I believe the Settlement provides substantial and meaningful relief to the Class and furthers PAGA's enforcement purposes.

SETTLEMENT ADMINISTRATOR

27. Plaintiff's counsel sought and obtained bids from multiple professional settlement administrators. The terms of the quotes included sending a postcard notice to approximately 202 Class Members, establishing a website with the full notice and other important documents, maintaining a toll-free number, tax accounting, and sending direct mail checks to class members.

28. The administrator with the lowest bid was Atticus Administration, LLC ("Atticus"), which quoted an all-inclusive fee of $7,500 for notice, administration, tax reporting, website hosting, call center services, skip-tracing, and distribution of settlement funds.

29. Over the past two years, my firm has successfully worked with Atticus on multiple class action and PAGA settlements. Atticus has consistently demonstrated professionalism, accuracy, responsiveness, and reliability.

30. Atticus maintains comprehensive data security and privacy protocols, carries professional liability and cybersecurity insurance through AAA-rated carriers, and warrants its work for errors and omissions, including distribution of funds, at no additional cost. A true and correct copy of Atticus' Data Security Information & Privacy Policy is attached as **Exhibit 6**.

31. Based on my experience, I believe Atticus is well-qualified to serve as Settlement Administrator in this case.

NOTICE PROGRAM

32. The proposed Notice program is as follows:

> Notice to Class Members. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the summary Class Notice postcard. A full version of the Class Notice will be available on the Administrator's website for the settlement. The website will be provided on the summary Class Notice postcard. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

33. The Notice clearly explains the nature of the Action, the terms of the Settlement, the estimated individual payments, the procedures and deadlines for requesting exclusion, objecting, or challenging workweeks, and the binding effect of the Settlement.

34. In my opinion, the proposed Notice and notice plan constitute the best notice practicable under the circumstances and fully satisfy the requirements of due process and California Rules of Court.

KULLAR ANALYSIS

35. Plaintiff faced substantial risks on liability, damages, and certification. Defendant vigorously disputes that its policies violated California law and contends that individualized issues concerning timekeeping, off-the-clock work, and break compliance would predominate. Certification of off-the-clock, meal, and rest break claims is heavily litigated, and courts frequently deny certification where individualized proof issues are present.

36. Damages were also highly contested, particularly given the need to establish uniform policy, causation, and statistically reliable proof. Continued litigation would require expert analysis, extensive discovery, and likely appellate proceedings, delaying relief for years.

37. In preparation for mediation, the parties engaged in extensive formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Defendant's employment policies, payroll practices, pay and time records and other information used to formulate a damages model.

38. Plaintiff's expert reviewed the clock in and out records provided by Defendant to calculate non-compliant meal breaks and performing an analysis of breaks owed based upon the sample period provided of 2020-2024, and extrapolating through the date of mediation. For meal breaks, the percentage of violations showed 57%, which calculated to premiums due in the amount of $592,349. This figure was vigorously contested by Defendant who produced policies that were compliant under California law for the provision of meal breaks, asserted that many employees signed meal period waivers, and that their timekeeping policy advised that if there were any errors, which included, for example, a missed meal period, then the employee was to bring it to the attention of their supervisor. Further, starting in September

2025, Defendant implemented a new system that automatically pays a meal period premium when it detects a late or missed meal period.

39. For rest periods, since there were no records, Plaintiff's calculation was based on an assumption that an equal percentage of violations for rest breaks would have been owed as there were meal break violations, thus, also totaling $592,349 in rest break premiums being owed. This figure was also contested by Defendant who produced rest break policies that were compliant under California law and state that Defendant encouraged employees to take their rest breaks. Additionally, Defendant contended its procedures go beyond their policies because it provides its employees with an extra five minutes for their rest breaks so that non exempt employees received at least two fifteen minute rest breaks during their shifts.

40. For the expense reimbursement claim, for cell phone usage, Plaintiff calculated it based upon 25% of estimated monthly charges of $65/month ($16.25) for 3,292 work-months, which totaled $53,495. Defendant also contested this claim, stating that Defendant did not require Plaintiff or Class Members to use their cell phone to clock in and out of their shift. Defendant also produced a Personal Mobile Phones and Devices policy, which emphasizes that "employees are not required to use their mobile phone or other personal devices to perform their job duties and have the option to work from a SkinSpirit office or clinic."

41. For off-the-clock claims, based upon Plaintiff's experience, the calculation was that off-the-clock time was worked time at 2 hours per week for Assistant Managers and Clinic Managers and 15 minutes per week for other staff employees. Analyzing the time and payroll records produced that included job positions and hourly rates and applying the estimated off-the-clock time totaled $274,108. However, Defendant countered Plaintiff's claim with its policies for paying for all hours worked. Defendant's Employee Handbook expressly prohibits off-the-clock work. Defendant's policy is for its employees to print out their timecards, review it for accuracy which includes accounting for all hours worked, sign, and submit it. If there were any errors, then the issues were to be presented to their supervisors. To the extent that Plaintiff worked off-the-clock without pay, Defendant argued that this was unique to her and not subject to classwide proof.

42. For wage statement penalties, Plaintiff calculated $50 for the first violation plus $100 subsequent penalties capped at $4,000, which totaled $283,500. However, this total is based upon the assumption that Plaintiff would be able to prove the underlying claims for off-the-clock work and break premiums not appearing on Class Member's pay stubs.

43. For waiting time penalties, Plaintiff calculated based on the assumption that wages were due to all 107 separated employees at 30 days of their average daily rate, for a total of $153,103. This calculation assumes unpaid wages were owed to each of those employees.

44. Finally, for PAGA penalties, if Plaintiff was able to show that there were PAGA violations every pay period, as to all 126 Aggrieved Employees for 4,762 pay periods, at a rate of $100 per pay period, this totaled $476,200 in potential PAGA penalties. The amount awarded for PAGA penalties is within the discretion of the court based on Defendant's various defenses on the merits. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (trial court awarded penalties of $5 per pay period after a bench trial, which decision was upheld on appeal); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS 48557 (PAGA penalties denied after trial).

45. Accordingly, Plaintiff's maximum damages and penalties exposure for the class action claims was $1,948,904, and for PAGA penalties was $476,200. To achieve this homerun result, Plaintiff would have to prove all of her claims on a classwide basis for every workweek and pay period in the face of challenging defenses presented by Defendant.

46. While Plaintiff is confident in the merits of her claims, Defendant had vigorous defenses regarding each one of them. Plaintiff also recognizes that achieving class certification and proving the amount of wages and penalties due to each Class Member would be an expensive, time-consuming, and uncertain proposition. The $490,000 non-reversionary settlement provides meaningful cash relief to approximately 202 class members and fully resolves PAGA exposure. The automatic distribution of claim amounts ensures high participation and maximizes actual recovery.

47. The $47,000 allocation for PAGA penalties reflects a reasonable compromise of disputed claims, litigation risks, and proof challenges. Plaintiff faced uncertainty regarding the

scope of violations and the Court's discretion to reduce penalties. The allocation provides a substantial recovery for both the LWDA and Aggrieved Employees while conserving judicial resources and advancing PAGA's enforcement objectives.

CY PRES

48. Plaintiff proposes that the Court should grant approval that any funds remaining in the Net Settlement Fund after the 180 day void date for checks be distributed *cy pres* to Legal Aid at Work, which is a nonprofit organization that provides legal services assisting low-income, working families and promotes better understanding of the conditions, policies, and institutions that affect the well-being of workers and their families and communities. A declaration from Joan Graff of Legal Aid at Work is attached hereto as **Exhibit 7**.

CONCLUSION

49. Based on my investigation, discovery, mediation experience, and professional judgment, I believe that the Settlement is fair, reasonable, and adequate, and respectfully request that the Court grant preliminary approval.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 24, 2026, at Bay Point, California.

/s/ Hallie Von Rock

____

Hallie Von Rock

Exhibit 1

Sarah Rad, et al. v. SkinSpirit, LLC
Superior Court of California, County of Alameda, Case Number 24CV095295

MEMORANDUM OF UNDERSTANDING

1. Class Definition – All non-exempt employees who are or previously were employed by Defendant SkinSpirit Essential LLC (Defendant) and performed work in California during the period of October 9, 2020 through preliminary approval (the "Class Period").

2. Aggrieved Employees – all individuals who were employed by Defendant in California and classified as non-exempt employees during the period June 6, 2023 through preliminary approval ("PAGA Period").

3. Class Counsel – Aiman-Smith & Marcy.

4. Plaintiff –Sarah Rad.

5. Defendant – SkinSpirit Essential, LLC

6. Enforceability – The Parties intend this MOU to be fully enforceable, admissible, and binding under California Code of Civil Procedure Section 664 with the signature of Defendant and Plaintiff.

7. Gross Settlement Amount – Defendant shall pay the total sum of $490,000 ("Gross Settlement Amount"). The Gross Settlement Amount shall include all payments to Class Members and/or Aggrieved Employees, payment to the LWDA for settling the PAGA claims, any class representative service award, attorneys' fees, attorneys' expenses, and claims administration expenses. The Gross Settlement Amount shall not revert to Defendant. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant.

8. Settlement Allocation – The payments to the Class Members shall be allocated based on

the number of workweeks worked during the Class Period without the need to submit a claim form.

9. Net Settlement Fund Designation/Characterization of Settlement Payments to Class: Shall be treated as 20% wages, 80% penalties (including PAGA penalties) and interest.

10. Service Award – Defendant shall not oppose a service award to Plaintiff in the amount of $5,000. The award is in addition to the Plaintiff's individual share of the settlement.

11. PAGA Payment – The PAGA payment shall be $47,000, 75% of the payment will be paid to the LWDA and 25% will be paid to the Aggrieved Employees employed during the PAGA Period.

12. Claims Administration Expenses – The Claims Administrator shall be mutually agreed to by the Parties. Claims Administration Expenses shall not exceed the estimate provided by the Claims Administrator to administrate the settlement.

13. Workweek Information – It is estimated that there are 202 Class Members who worked approximately 16,000 workweeks during the Class Period. If the number of workweeks during the Class Period increases by more than 10% of the estimate stated herein (i.e., greater than 17,600 workweeks), Defendant may elect to (a) increase the Gross Settlement Amount proportionally by the workweeks in excess of 17,600, multiplied by the workweek value, or (b) shorten the release period as of the date on which the number of workweeks reaches 17, 600. (i.e., the 10% cushion is exhausted). Defendant shall notify Class Counsel of its election prior to the hearing on Plaintiff's Motion for Preliminary Approval.

14. Attorneys' Fees – Defendant agrees not to oppose an Attorneys' Fees request up to 1/3 of the Gross Settlement Amount.

15. Attorneys' Expenses – Defendant agrees not to oppose Attorneys' Expenses in an amount

as documented in Class Counsel's billing statement.

16. Released Class Claims: Upon entry of final judgment and funding of the Gross Settlement Amount, the Class Members shall release all class claims alleged in the operative complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative complaint, through the Class Period. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released Claims do not include any claims that cannot be released as a matter of law. The Released Parties shall include Defendant, as well as Defendant's current, former and future predecessors, successors, affiliate entities officers, shareholders, directors, agents, employees, attorneys, and insurers.

Additionally, Plaintiff will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, and causes of action pursuant to California Civil Code § 1542.

17. Released PAGA Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, the Aggrieved Employees shall release any and all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the notice letter to the LWDA that occurred during the PAGA Period. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

18. Drafting Settlement Documents – Class Counsel shall provide draft settlement documents for distribution within thirty (30) days of the execution of this Memorandum. Defendant's Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft settlement documents from Class Counsel. Class Counsel shall draft and file a motion for preliminary approval within sixty (60) days.

19. Payments - Funding of the Gross Settlement Amount shall occur within 30 calendar days after the "Effective Date" to be held in trust in a Qualified Settlement Fund by the Settlement Administrator. The Effective Date is the day the Court files a signed order granting final approval of this settlement unless there is a timely objection lodged that has not later been withdrawn, in which case the effective date will be either (a) the 60th calendar day after a signed order granting final approval of this settlement has been filed provided no appellate proceeding having been filed; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

20. Uncashed Checks – All checks mailed to the Class Members that are not cashed within 180 days of issuance shall be paid to a cy pres recipient to be agreed upon by the parties.

21. Cy Pres - For any Class Member whose individual class payment check or individual PAGA payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b)

22. Disputes – Any dispute between the parties as to the remaining terms of the long form settlement agreement shall be presented to the mediator for resolution.

23. Confidentiality. Other than information necessary to secure Court approval of this

settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than "the matter has been resolved" or "the matter has settled." The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiffs nor Plaintiffs' Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

24. Execution in Counterparts - This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

25. Court Filings - The parties agree not to object to any Court filings consistent with this Agreement. The parties further agree that upon signing the litigation will be stayed for all purposes.

26. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring

this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

Accepted and agreed to by:

Dated: 12/15/2025

Sarah Rad (Dec 15, 2025 19:30:48 PST)

Plaintiff Sarah Rad

Dated: 12/15/2025

Hallie Von Rock (Dec 15, 2025 17:20:29 PST)

Class Counsel – Aiman-Smith & Marcy

Dated: December 15, 2025

Jennifer Czeisler

Defendant SkinSpirit Essential, LLC

Dated: December 12, 2025

Dominique Thomas

Counsel for Defendant – Lewis Brisbois

Exhibit 2

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Sarah Rad v. SkinSpirit Essential, LLC

Case No. 24CV095295 (Alameda County Superior Court)

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against SkinSpirit Essential, LLC ("SkinSpirit" or "Defendant") for alleged wage and hour violations. The Action was filed by former SkinSpirit employee Sarah Rad ("Plaintiff") and seeks payment of (1) wages and penalties for a class of non-exempt employees that worked for Defendant in California ("Class Members") during the Class Period (October 9, 2020 through [Preliminary Approval Date]); and (2) penalties under the California Private Attorney General Act ("PAGA") for non-exempt individuals that worked for Defendant in California during the PAGA Period (June 6, 2023 through [Preliminary Approval Date]) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring SkinSpirit to fund Individual Class Payments, and (2) a PAGA Settlement requiring SkinSpirit to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires SkinSpirit to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against SkinSpirit.

If you worked for SkinSpirit during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against SkinSpirit.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against SkinSpirit, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SkinSpirit will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against SkinSpirit that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. SkinSpirit must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ______________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.

You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by ____**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to SkinSpirit's records is stated on the first page of this notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **6** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former SkinSpirit employee. The Action accuses SkinSpirit of violating California labor laws for its failure to provide rest periods and pay rest period premiums (Lab. Code §§ 226.7, 512; IWC Wage Order No. 2, § 12); failure to provide meal periods and pay meal period premiums (Lab. Code §§ 226.7, 512; IWC Wage Order No. 2, § 11); failure to pay minimum, overtime, and contractual wages (Lab. Code §§ 1194, 1197, 510, 218.5); failure to provide accurate wage statements (Lab. Code § 226); failure to pay all wages due at separation (Lab. Code § 203); failure to reimburse necessary business expenses (Lab. Code § 2802); restitution of wages (Bus. & Prof. Code § 17200, et seq.); failure to provide employment records (Lab. Code §§ 226, 247.5, 432, 1198.5); public injunctive relief (Bus. & Prof. Code § 17200, et seq.); and for violations of the California Private Attorneys General Act (Labor Code §§ 2698, et seq.)

Plaintiff and Class Members are represented by attorneys in the Action:

Hallie Von Rock, Esq.
Lisseth Bayona, Esq.
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1000
Oakland, CA 94621
hvr@asmlawyers.com
510.519.1018

("Class Counsel")

SkinSpirit denies all liability and is confident it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with continued litigation. SkinSpirit contends that its business practices are and have been lawful at all relevant times and that Plaintiff's claims are without merit and fail to satisfy the requirements for class certification. This settlement is a compromise, reached after good faith, arm's-length negotiations between Plaintiff and SkinSpirit and is not an admission of liability by SkinSpirit. All parties agree that, considering the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff's claims or SkinSpirit's defenses.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether SkinSpirit or Plaintiff are correct on the merits. In the meantime, Plaintiff and SkinSpirit hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a Memorandum of Understanding ("MOU") and asking the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and SkinSpirit have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SkinSpirit does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SkinSpirit has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

i. SkinSpirit Will Pay $490,000 as the Gross Settlement Amount (Gross Settlement). SkinSpirit will deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, SkinSpirit will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

ii. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the

Court at the Final Approval Hearing:

A. Up to $ 147,000 (30% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $17,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $5,000 to Plaintiff Rad as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. Under the Class Action and PAGA Settlement, the Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to $7,500 to the Administrator for services administering the Settlement.

D. Up to $47,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

iii. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

iv. Taxes Owed on Payments to Class Members. Plaintiff is asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to [e.g., interest, expense reimbursements, penalties etc.] ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. SkinSpirit will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although the parties have proposed these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

v. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

vi. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the ______________ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, email, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against SkinSpirit.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against SkinSpirit based on the PAGA Period facts alleged in the Action.

vii. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and SkinSpirit have agreed that, in either case, the Settlement will be void: SkinSpirit will not pay any money and Class Members will not release any claims against SkinSpirit.

viii. Administrator. The Court has appointed a neutral company, _____________________________ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 10 of this Notice.

ix. Participating Class Members' Release. After the Judgment is final and SkinSpirit has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SkinSpirit or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon entry of final judgment and funding of the Gross Settlement Amount, the Class Members shall release all class claims alleged in the operative complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative complaint, through the Class Period. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released Claims do not include any claims that cannot be released as a matter of law. The Released Parties shall include Defendant, as well as Defendant's current, former and future predecessors, successors, affiliate entities officers, shareholders, directors, agents, employees, attorneys, and insurers.

x. The LWDA will be bound by the following release:

Upon entry of final judgment and funding of the Gross Settlement Amount, the Aggrieved Employees shall release any and all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the notice letter to the LWDA that occurred during the PAGA Period. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

i. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

ii. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $11,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

5. HOW WILL I GET PAID?

i. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

ii. Non-Participating Class Members Who Are Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

If you change your address, be sure to notify the Administrator as soon as possible. Section 10 of this Notice has the Administrator's contact information.

6. HOW DO I CHALLENGE THE ALLOCATION OF WORKWEEKS?

A Participating Class Member who challenges the number of Class Workweeks identified in the Class Notice may challenge the allocation by communicating with the Administrator via fax, email or mail. **The deadline for submission to the Administrator is _______.** The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

7. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, email, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as **Sarah Rad v. SkinSpirit Essential, LLC**, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ____, or it will be invalid.** Section 10 of the Notice has the Administrator's contact information.

8. HOW DO I OBJECT TO THE SETTLEMENT?

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _______.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as **Sarah Rad v. SkinSpirit Essential, LLC** and include your name, current address, telephone number, email, and approximate dates of employment for SkinSpirit and sign the objection. Section 10 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ___________ at _(time)_ ____ in Department 18 of the Rene C. Davidson Courthouse, located at 1221 Oak Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website __________________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything SkinSpirit and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the MOU, or any other Settlement documents is to go to (Settlement Administrator's) website at __________(url) ____________________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also access the public portal for Alameda Superior Court at https://eportal.alameda.courts.ca.gov and enter case number 24CV095295

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Hallie Von Rock, Esq.
Lisseth Bayona, Esq.
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1000
Oakland, CA 94621
hvr@asmlawyers.com
510.519.1018

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:

11. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

12. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 3

POSTCARD SUMMARY

On [________, 2026], the Alameda Superior Court preliminarily approved a class action settlement in the case *Sarah Rad v. SkinSpirit Essential, LLC,* County of Alameda Case No. 24CV095295.

You could get a payment from a class action settlement if you are a non-exempt employee who worked for SkinSpirit Essential, LLC (hereinafter, "SkinSpirit" or "Defendant") in California at any time from October 9, 2020 through [Preliminary Approval Date].

This Notice is only a *summary* of the class action settlement. You can (and are encouraged to) access and review the full-length Notice of Class Action Settlement, with all of the settlement terms to which you are bound at the settlement website www.[_________].com.

SkinSpirit has denied all claims in this action and the Court has not decided the merits of the claims. To avoid litigation expenses, SkinSpirit has agreed to settle these claims.

What does the settlement provide? SkinSpirit will pay $490,000.00 ("Gross Settlement Amount") to end this lawsuit. The proposed deductions from the Gross Settlement Amount for payments to the Representative Plaintiff, Class Counsel, Claims Administrator, and the LWDA are included in the full-length Notice of Class Action Settlement.

How much will my payment be? The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. Your estimated class payment is [$__________] based upon Defendant's records showing you worked [______] workweeks during the Class Period. To challenge your allocation of Workweeks, you must contact the Administrator by no later than [_____, 2026].

What are my Options? To exclude yourself from the settlement or to object to the settlement, you must submit a written exclusion or objection by no later than [_____, 2026]. Further details for excluding yourself or objecting to the settlement are set forth in the full-length Notice of Class Action Settlement. For more information, including the full-length Notice of Class Action Settlement, go to www.[_______].com or call [________] or write to [________].

Exhibit 4

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 1000
Oakland, CA 94621
Tel.: 510-519-1018
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, 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.

BRENT A. ROBINSON (SBN 289373) (formerly of Aiman-Smith & Marcy, through March 2025)

Mr. Robinson (formerly with Aiman-Smith & Marcy, through March 2025) 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).

Exhibit 5

Exhibit 6

ATTICUS

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MENDOTA HEIGHTS MN 55120
WWW.ATTICUSADMIN.COM
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DATA SECURITY & INFORMATION PRIVACY POLICY

Policy Area	Employee Handbook: Data Security & Information Privacy Policy
Approved Date	October 12, 2023
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	October 12, 2023
Current Version	7.0

I. OVERVIEW

Atticus Administration, LLC ("Atticus"), in fulfilling the requirement as a third-party administrator under the terms of a court order and/or settlement agreement for a case ("Case Court Documents"), is required to collect and store client information such as class member data records which contain names, addresses, phone numbers, emails, and occasionally sensitive information such as social security numbers, and takes seriously its obligation to secure information systems and protect the privacy of this client data.

As a standard operating procedure, Atticus regularly reviews its policies related to data collection, privacy, and security. All who are employed by Atticus or retained as a contractor for Atticus ("Users") are provided with this Data Security & Information Privacy Policy document as a part of their training or onboarding to ensure that this information is communicated and understood through explicit acknowledgment. Any material revisions to this document are immediately communicated to Users with an emailed memo which calls out the revisions, as well as an updated copy of the Data Security & Information Privacy Policy document.

Atticus complies with the policies and processes encompassed within this Data Security & Information Privacy Policy document.

II. PURPOSE

The purpose of this Policy is to establish the rules for handling the collection, storage, and use of client data. These rules are necessary to preserve the integrity, availability, and confidentiality of information.

III. SCOPE

This policy applies to all Atticus employees and contractors that use company assets such as computers, laptops, or mobile devices and/or have access to Atticus' networks and information resources. All devices, whether owned by Atticus or owned by employees, that have access to Atticus' networks and information resources are governed by this Data Security & Information Privacy Policy. Usage of applications, including cloud storage software, by employees on their own personal devices, are also subject to this policy.

IV. POLICY

1. **Data Governance**

   Atticus is committed to protecting and safeguarding the data that it collects and recognizes this data as a critical asset. Atticus maintains a tiered data governance structure, managed by the Director of Information Technology and enforced by Atticus executive leadership, that governs individual Users access to data. This governance structure is further maintained through enforced processes, standards, and procedures to ultimately ensure appropriate use of data and/or management of data.

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2. Internal Use of Data

Any client data and class member data records that Atticus collects, and stores are used only to fulfill Atticus' requirement as a third-party administrator under the terms of the Case Court Documents. This information is only available to Users as set forth by Atticus' tiered data governance structure.

3. External Use & Disclosure of Data

Atticus follows the direction and instructions outlined in the Case Court Documents for handling class member data records. All sensitive and non-public client data, class member data, and information for a case that is provided to Atticus, is the property of Atticus and may not be shared, used, or otherwise communicated outside of Atticus or outside the scope of the project. In cases where a contractor partner is used, only those who have been approved and authorized by Atticus management and have a privacy policy (or data security policy) consistent with Atticus' Data Security & Information Privacy Policy are allowed to be used.

4. Data Security & Information Privacy Policy

Electronic transmission, delivery or receipt of sensitive data is only permitted using SFTP technology. Delivery or receipt of hardcopy sensitive data is only permitted using the US Mail System or a courier as approved by Atticus management.

Atticus complies with all state and federal regulations that apply to data security.

Once a case has closed, Atticus will destroy all hardcopy documents containing sensitive data within twelve months. Regarding all electronic case data (including sensitive data), Atticus maintains this data for up to five years following the closure of the case. In the event Court Case Documents specify unique data retention/return requirements, those requirements shall prevail over Atticus' standard retention/return policy.

5. Computing Devices & Access to Atticus Information Database and Network

Only Atticus IT approved devices may be used to access Atticus' information database and network. All devices must be protected with an employee's user access level systems username and password required at the time the device is powered on.

Access to database and network information must be authenticated using two-factor authentication.

Sensitive data shall not be stored on the device. However, in the event there is no alternative to device storage, all sensitive data must be encrypted with password protection.

Atticus prohibits the use of public cloud storage for any client specific data.

Unattended devices must be logged out and locked when unattended, and additionally configured to automatically be logged out of and screen locked after 10 minute or more of inactivity.

All devices that access Atticus' information database and network infrastructure shall have active and up-to-date anti-malware and firewall protection.

6. Breaches in Security and Policy Violation

Breaches in security, whether actual or suspected, must be reported immediately to Atticus' Director of Information Technology. The Director of Information Technology and executive management will assess the breach for scope and severity and take appropriate action to mitigate and/or eliminate.

If the Director of Information Technology and/or executive management, is made aware a User has failed to comply with Atticus' Data Security & Information Privacy Policy, they will identify and apply appropriate consequences to the User. Consequences may be as severe as termination of employment or termination of contract and/or further legal action. If there is a concern about a breach involving the Director of Information Technology, concerns should be immediately directed to the Chief Operating Officer.

If there is a data breach with a vendor/contractor, the contractor must comply with all applicable state and federal laws that require the notification to individuals (or other affected parties) in the event of unauthorized release of sensitive personal information or confidential data. Contractors must notify Atticus within 24 hours of the incident. Atticus reserves all rights to act under the terms of any applicable contract, including indemnification and/or termination of the contract.

7. **General Atticus Information Security and Privacy Standards**

- **Annual security training**. Training and review of the Information Security and Privacy Standards are provided to Atticus Employees on an annual basis. Periodic security reminders may be used to reinforce computing device security procedures, updates, or changes.
- **Minimum necessary.** Employees shall only have access to the minimum amount of data necessary to perform their job duties.
- **Lost devices.** Employees must immediately report any lost or stolen devices so access to systems can be deactivated.
- **Unauthorized access.** Any unauthorized access to a device or company data must be immediately reported.
- **Rooting Mobile computing devices.** Mobile computing devices must not be "rooted" or have unauthorized software/firmware installed. A mobile device is considered "rooted" if the internal protections of the device have been compromised or modified to allow control access to the operating system.
- **Content.** Employees shall not load illegal content or pirated software onto devices.
- **Software installs.** Only approved applications are allowed on the computing devices that connect to Atticus' information database and network.
- **Patch management.** Computing devices and applications must be kept up-to-date. Patches should be installed within 30 days of release.
- **Anti-malware.** All computing devices must have active and up-to-date anti-malware protection software. encryption. Encryption shall be used to protect sensitive information.
- **Firewalls.** Firewall is maintained at the headquarters location for the network and administered by the Director of Information Technology.
- **Work habits.** Employee shall use Atticus company applications and systems while at work. Access to certain outside applications, websites, and/or systems may be blocked within each Atticus computing device.
- **Backups.** Backups are performed twice daily on the network terminal server environment.
- **Internal applications.** Computing devices are installed with company internal applications on an as needed basis to Users. User access rights are maintained by the Director of Information Technology.
- **Exemptions.** A risk assessment and risk analysis shall be performed for any requests for exemptions from this Policy.

V. Enforcement

Any User found to have violated this policy may be subject to disciplinary action. Such action may be as severe as termination of employment or termination of contract and/or further legal action.

VI. Distribution

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This policy is to be distributed to all Users.

Policy History

Version	Date	Description	Approved By
1.0	8/1/2017	Initial policy release	Mai Vang – Director of Operations James Hardy – CFO/COO
2.0	11/5/2018	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
3.0	11/14/2019	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
4.0	11/10/2020	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
5.0	10/15/2021	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
6.0	10/12/2022	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
7.0	10/12/2023	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO

Exhibit 7

DECLARATION OF JOAN GRAFF

I, **Joan Graff**, declare as follows:

1. The facts set forth in this declaration are true and correct and are known to me personally, except for those matters stated on information and belief, and as to those matters I believe them to be true. If called as a witness, I could and would testify competently thereto.
2. I am an attorney licensed to practice before the courts of the State of California.
3. Since 1981, I have served as President of Legal Aid at Work ("LAAW"), formerly known as the Legal Aid Society-Employment Law Center.
4. Founded in 1916 as the Legal Aid Society of San Francisco, LAAWis a nonprofit organization providing civil legal services to the indigent consistent with California Code of Civil Procedure Section 384. For over 100 years, LAAW has provided continuous service with the aim of offering free and high-quality legal assistance to those who are unable to afford legal representation. For more than five decades, LAAW has primarily devoted its resources to protecting the workplace rights of California's low-wage workers. LAAW's nonprofit status and work providing services to the indigent make it an appropriate designee of *cy pres* funds. LAAW is a CCP § 384 organization as described more specifically below.
5. As a nonprofit organization, LAAW funds its programs and projects from a diverse base of support: (a) donations from individuals, law firms, and businesses; (b) foundation and government grants; (c) allocations of monies from the Legal Services Trust Fund; and (d) *cy pres* distributions.
6. LAAW addresses the full range of employment issues that low-wage workers confront through the following six programs: (a) Community Legal Services; (b) Gender and LGBT Equity; (c) National Origin and Immigrants' Rights; (d) Racial Economic Equity; (e) Wage Protection; and (f) Work and Family.
7. The core of LAAW's work is providing free legal services to low-wage workers with employment law claims. LAAW litigates cases that address an array of issues important to low-wage workers, including (a) violations of wage-and-hour laws; (b) workplace

retaliation; (c) discrimination on account of race, national origin, disability, sex, gender identity, sexual orientation, pregnancy, immigration status and language proficiency; (d) harassment; and (e) failure to comply with equal pay laws, family medical leave, and accommodation laws. Whether in state or federal court, at the trial level or on appeal, nearly all of LAAW's cases impact the law and industry practices, raise community awareness, and change the course of the clients' lives.

8. Since 1970, LAAW has defined its mission and devoted its practice to representing low-wage workers in enforcing a wide range of their employment rights. I am informed and believe that LAAW is one of very few legal services nonprofits in the country that has this singular purpose.

9. With 23 attorneys, LAAW provides services to low-wage workers statewide and, in select instances, nationwide. LAAW's clients work in sectors in which low-wage work predominates, including caregiving, construction, hospitality, landscaping, retail, agriculture, and transportation, as well as domestic, food, and janitorial services. Many of LAAW's clients are immigrants, and a significant number of them are monolingual Spanish, Mandarin, or Cantonese speakers or have limited English proficiency.

10. A sampling of wage-and-hour cases LAAW has litigated include the following actions:

    a. An action on behalf of 16 farmworkers who were not paid for all of the strawberry boxes that they harvested during the 2022 season. These farmworkers were also paid in cash on Sundays to avoid tracking and paying any overtime premium. LAAW filed a lawsuit in 2023 which seeks to recover wages and penalties for these 16 workers as well as civil penalties on behalf of over 600 additional workers whose rights were also violated.

    b. An action on behalf of two women who perform janitorial services for a commercial cleaning company that systematically misclassifies its workers as independent contractors—a practice that has led to a violation of many of their rights as workers, including rights to minimum wage, overtime premiums, meal periods, rest periods, sick leave, and reimbursements. Through this PAGA action, LAAW seeks to recover civil penalties for all workers who have suffered these violations and force the employer to change its business practices to comply with the law.

c. An action on behalf of a group of roughly 370 low-wage campaign workers who were misclassified as independent contractors by a campaign operator working on the 2019 campaign sponsored by Juul Labs, Inc. to allow for the sale of vaping products in San Francisco. After defeating a motion to compel arbitration and a motion to dismiss the claims against Juul Labs, Inc., LAAW, with its co-counsel Leonard Carder, secured a settlement of $1.75 million that was approved by the Northern District of California.

d. An action on behalf of a group of 23 Filipino workers who were subjected to forced labor in 2012 while working at a rural hospitality complex. These workers were brought to the United States on H2B visas and incurred significant debt as part of the visa process. Before coming to the United States, the workers were promised free housing, free meals, reimbursement of visa costs, and a fixed wage. Once they arrived, they were paid extremely low wages below the amount promised, and were not provided housing, food or other benefits promised by the contract. In 2024, Legal Aid at Work reached a $730,000 settlement on behalf of these workers.

e. An action on behalf of roughly 350 kitchen workers at the Burma Superstar, Burma Love, and B Star restaurants in San Francisco, Oakland and Alameda. The workers alleged that the chain failed to pay minimum and overtime wages, split shift premiums, and sick leave, did not provide adequate meal and rest breaks, and unlawfully retaliated against employees. In 2020, the class settled the claims for $1.3 million.

11. All told, from January 1, 2020 to December 31, 2024, LAAW's Wage Protection Program has recovered $4,280,584.12 for clients in litigation on wage-and-hour issues.

12. In addition to litigating cases, LAAW represents clients in administrative proceedings before state agencies including the California Labor Commissioner ("Labor Commissioner").
13. LAAW has represented clients in wage-and-hour and anti-retaliation enforcement proceedings, including:
    a. A restaurant worker in San Francisco who was paid significantly below the minimum wage and was abruptly terminated after years of service. LAAW represented her throughout the entire Labor Commissioner administrative process and obtained a favorable decision, but during this time the employers transferred all of their assets to a family member in an attempt to evade collections. After the Labor Commissioner filed a fraudulent transfer action, LAAW represented this worker in negotiations that ultimately resulted in a $135,000 settlement for the worker.
    b. Two recent immigrants who worked extensive hours at a liquor store in Richmond, California for two years and received no pay at all. Legal Aid at Work represented these workers in a hearing before the Labor Commissioner and received a decision in January, 2025 finding that they were collectively owed $419,551 in wages and penalties.
    c. A dairy worker who was consistently paid below the minimum wage and who received no overtime pay, despite working very long hours. After filing a Labor Commissioner claim, LAAW represented this client in settlement negotiations which led to a $25,000 payment covering the wages that had been stolen from him as well as a portion of penalties.
    d. Seven cooks and servers at a Mexican restaurant in Oakland who were denied overtime pay, were not permitted to take meal and rest breaks, and were subject to unlawful deductions from their pay. LAAW assisted these workers in filing wage claims, represented them in a settlement conference, and ultimately negotiated a

resolution on the eve of the hearing in the case, winning a total of $95,000 for these workers.

e. Three Latino construction workers who were denied any overtime pay, despite working at least 52 hours most weeks for several years on major building projects in San Francisco. After the workers were laid off at the start of the pandemic, LAAW helped them bring claims to recover their wages. LAAW secured a settlement of approximately $51,500 for these clients, recovering all of their overtime wages and the vast majority of penalties owed.

f. A Latino day laborer in Sonoma County who was owed several weeks of wages. When he asked his employer to pay him what was owed, the employer threatened to call Immigration and Customs Enforcement. We helped this worker to file a wage claim, a bond claim, and a retaliation claim. In response to our efforts to help this worker enforce his rights, the employer made death threats against our client. We amended our retaliation claim to include these threats, and won a judgment of approximately $90,000. We recovered this judgment in full through a lien that the Labor Commissioner's office placed on the employer's property, less than a year after the threats were made.

g. Three Latina women who worked for a housecleaning company and were paid a fixed daily salary amount that did not compensate them for the considerable overtime hours they had to work to clean all the houses that the employer scheduled them to clean. Our clients also had to work non-stop, without breaks, and their only opportunity to eat during the workday was while driving between assigned houses. LAAW represented the workers at a California Labor Commissioner settlement conference and secured a settlement of $25,000 for the three workers.

h. Approximately 25 employees of a Burger King franchise with six store locations in San Francisco who reported a wide array of systemic legal violations—including failure to pay for all hours worked, overtime, meal, and rest violations—

to both the California Labor Commissioner's Bureau of Field Enforcement and the City of San Francisco's Office of Labor Standards Enforcement. LAAW represented workers in interviews with state and local investigators, in a Labor Commissioner administrative hearing, and provided legal support to Trabajadores Unidos Workers United, a worker center that has organized workers and developed a coordinated, worker-led campaign to support the case. The dual government investigations have so far resulted in both a citation and subsequent settlement with the City of San Francisco for over $800,000, covering unpaid health care expenditures for 235 employees; and a $2.2 million citation against the Burger King franchise, which includes unpaid wages and related penalties for 230 employees. In 2022, the citation was upheld on appeal before the Labor Commissioner's office, though the case is still pending.

14. In total, from 2020 through 2024, the Wage Protection Program at Legal Aid at Work has represented over 282 low-wage workers, either through the Labor Commissioner processes or through negotiated settlement discussions, and recovered $1,282,703.81 for them. Adding that total to the $4,280,584.12 LAAW recovered in litigation matters (discussed above) results in a total of $5,563,287.93 recovered on wage-and-hour matters by LAAW's Wage Protection Program between 2020 and 2024.

15. Additionally, LAAW's Community Legal Services Program provides advice and counseling to low-wage workers on the full range of employment law issues they face through twelve statewide Workers' Rights Clinic locations: Antioch, Berkeley, Palo Alto, Fresno, Los Angeles, Ontario, Sacramento, San Bernardino, San Diego, San Francisco, Santa Ana, and Watsonville. The Community Legal Services Program volunteers also respond to calls on the Clinic's toll-free hotline that makes LAAW's services accessible to low-wage workers in more remote areas that are beyond the reach of Clinic sites.

16. From 2020 through 2024, LAAW's clinics and helplines assisted approximately 15,830 low-wage workers from all 58 counties throughout California.

17. Aside from the work of our Wage Protection and Community Legal Services programs, LAAW carries out its mission to serve low-wage workers in its other areas of substantive focus.

18. LAAW's National Origin and Immigrants' Rights Program secured a sizable settlement for six Indigenous farmworkers in Kern County who brought claims of national origin discrimination and wrongful termination against their former employer. The clients, who speak Mixteco, were harassed and mistreated by their Spanish-speaking supervisors, who told them that Indigenous workers had no rights, that they did not speak a "real" language, forbade them from speaking in Mixteco on pain of termination, and likened them to animals.

19. LAAW's Work & Family Program empowers workers who are parents, pregnant, family caregivers, or caring for their own health to access time off from work, paid leave, and other workplace accommodations to care for themselves and their families without risking their jobs and income. The Program runs a free Work & Family Helpline, and responds to approximately 1,000 workers from across the state every year who have questions about (or experience violations of) paid leave and related rights that could help them keep their jobs and income while caring for their own health or the health of their loved ones. The Program represents low-paid workers whose leave and accommodation rights are violated or who experience pregnancy and caregiver discrimination.

20. Legal Aid at Work, along with co-counsel, represented a new mother working in a male-dominated military setting in *Atkinson v. AECOM, et. al*, after she was sexually harassed for pumping at work, denied pumping accommodations, and then forced from the workplace. LAAW has similarly represented pregnant women fired for requesting accommodations, including in male dominated workplaces, like a pregnant mother who was fired when she requested accommodations for her job on a construction site. LAAW has represented many women working in factory or warehouse settings who have been fired for requesting accommodations or taking necessary leaves; these cases have often

involved fighting to hold temp agencies and joint employers responsible for their harmful actions.

21. Legal Aid at Work also represented a worker who was denied the simple and necessary accommodation of sitting at work, and instead forced on to leave and then fired, when her employer relied on third party leave providers who failed to engage in a good faith interactive process and denied her rights.

22. Legal Aid at Work has also represented survivors of sexual and domestic violence in and out of court. In *Thin Zar v. Brennan*, LAAW, along with co-counsel, represented workers who had been repeatedly sexually assaulted and harassed at work over the course of years. When they complained, their employer failed to act to keep them safe. LAAW also represented a mother and daughter who worked at a small business who each faced discrimination and retaliation when the daughter requested leave to secure her safety from domestic violence.

23. LAAW represented the plaintiff in *Zuniga v. Eagle Trucklines, et al.* (Fresno County Superior Case No. 21CECG03290, filed Nov. 4, 2021), a female truck driver who was retaliatorily fired after reporting sexual assault on the job. The litigation not only secured a settlement for the client but also highlighted systemic issues within the male-dominated trucking industry, drawing media attention to the pervasive issues of sex discrimination in the industry.

24. LAAW, along with numerous non-profit partners, reached a settlement with California's Employment Development Department to improve the interpretation and the language services it provides to applicants for Unemployment Insurance benefits who speak a non-dominant language.

25. LAAW is committed to serving those whose primary language is not English. LAAW employs multiple bilingual attorneys and other staff who are fluent in English and Spanish, and a language coordinator who is fluent in Mandarin and Cantonese. The language coordinator also ensures that interpreters are available when LAAW lacks in-house language capacity. LAAW also publishes translated versions of its fact sheets and other

legal information on its website in Spanish and Chinese. These tools enhance the reach of LAAW to workers around the state.

26. As part of LAAW's statewide activities, its staff engages in extensive outreach, education, and training initiatives to inform low-wage workers and their communities, grassroots advocates, and nonprofit organizations—legal and non-legal—about workplace rights. In particular, LAAW:

a. Writes a regular employment rights column in the weekly Northern and Southern California editions of *Sing Tao*, a Chinese newspaper with wide circulation in the community;

b. Conducts trainings for domestic violence survivors and service providers about employment law protections available to survivors;

c. Provides regular trainings for hundreds of health and social service providers across California serving patients with low incomes, including those caring for low-paid birthing people, children and families, babies in the NICU, and patients with dementia and other serious health conditions and their family caregivers; and

d. Provides trainings in collaboration with Swords to Plowshares focused on women veterans and employment.

e. Provides regular trainings on Know Your Rights presentations to formerly incarcerated individuals both in the Bay Area and virtually.

f. Provides regular trainings with various organizations in the Fresno area on the Fair Chance Act and Employment Law 101.

27. To extend its expertise beyond its doors, LAAW composes and distributes a wide range of self-help and informational materials. These include: 190+ topic-specific "Your Legal Rights" fact sheets, sample letters, and toolkits which are drafted in plain language and nearly all are translated into Chinese and Spanish for use by workers and advocates; the Employment Law Manual, a complete compendium of California employment laws used as a basic resource and reference tool by students, attorneys and nonprofit organizations

around the state; and a website providing workplace know-your-rights information. LAAW also creates and shares know-your-rights videos on a range of employment law topics.

28. LAAW also offers its expertise to other nonprofit organizations—legal and non-legal. For example, as part of the Coalition of Low-Wage and Immigrant Worker Advocates, LAAW participates in an annual conference, monthly conference calls, and regular meetings with administrative agencies such as the Labor Commissioner, the California Civil Rights Department and the California Employment Development Department. In addition, LAAW is a leading member of the statewide Work and Family Coalition. Finally, LAAW works closely with the Inland Empire Fair Chance Coalition- providing its members with advice on several Fair Chance cases filed at the California Civil Rights Department and hosting several trainings with the Coalition.

29. Actively participating as *amicus curiae* is an integral part of LAAW's statewide efforts to protect the rights of low-wage workers and advance their interests in key appellate court cases. These cases include: *Legislature of the State of California v. Weber* (Case No. S281977) (2024); *Stanley Vincent v. Cal. Dep't of Highway Patrol* (2d Civ. B302026) (2021), *Kirola v. City and County of San Francisco* (Case No. 14-17521); *Turman v. Koji's Japan Inc.* (Case No. G051871); *Sonic-Calabasas v. Moreno* (Case No. S174475) *(Sonic II)*; *Harris v. City of Santa Monica* (Case No. S181004); *Dedinas v. Superior Court, County of Los Angeles* (Case No. S182827); *Paratransit, Inc., v. Medeiros* (Case No. 204221); *Wills v. Superior Court, County of Orange* (Case No. G043054); *Oman, et al. v. Delta Air Lines, Inc*., Case No. S248726 (Cal. Supreme Court, February 2019); *Skidgel v. California Unemployment Insurance Appeals Board*, Case No. S250149 (Cal. Supreme Court, April 2019); and Naranjo v. Spectrum Security Services, Case No. S258966 (Cal. Supreme Court, March 2022).

30. The breadth of LAAW's work throughout California is enhanced immeasurably by *cy pres* awards. They have assumed an increasingly important place among its revenue sources. Consistent with the claims asserted in employment class actions, these funds are

used to protect the workplace rights of low-wage workers by helping LAAW to maintain programs and undertake initiatives in response to urgent community needs. *Cy pres* awards have also enabled us to serve the community of low-wage workers in many specific ways, including: (a) a training video for student volunteers on how to conduct a client interview in the Workers' Rights Clinic; (b) translation of fact sheets into Chinese and Spanish; and (c) the design and implementation of an online registration system for the more than 100 attorney volunteers who participate annually as supervisors with the Workers' Rights Clinic sites statewide.

31. If awarded *cy pres* monies in this case, LAAW will use the funds to advance the underlying purpose of the plaintiffs and class members by using the tools and strategies set forth in this declaration to protect, enforce and strengthen the rights of workers to be paid the monies they rightfully earn.

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I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed on this 6 day of March, 2025 at San Francisco, California.

Joan Graff

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Joan Graff