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ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT

By [Signature] Deputy

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SOLUTIONS, INC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

KIMBERLY GEORGE, individually, and on
behalf of all other similarly situated,

Plaintiff,

vs.

RETAIL MERCHANDISING SOLUTIONS,
INC., and DOES 1 through 10, inclusive,
Defendant.

CASE NO. RG16828194

[Assigned to the Hon. Judge Brad Seligman,
Dept. 30]

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
DEFENDANT'S MOTION TO MODIFY
JUDGMENT**

Date: May 7, 2019

Time: 3:00 p.m.

Dept.: 23

Reservation: R2051776

Action Filed: August 22, 2016

Trial Date: None Set

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1 The Court, having read the papers filed with regard to the motion to modify judgment, and
2 having heard argument on the motion on May 7, 2019, hereby finds and ORDERS as follows:

3 1. The class period is hereby amended as August 22, 2012, through April 10, 2017 as
4 to all Class Members;

5 2. The population of 409 individuals falling within the class definition but who were
6 incorrectly excluded from the Class shall be provided notice of settlement via a notice in
7 substantial form to Exhibit A to this Order granting the motion to modify final judgment, and shall
8 be provided the opportunity to participate in or exclude themselves from the settlement consistent
9 with the Joint Stipulation of Class Action Settlement and this Court's prior Orders herein;

10 3. The 3,713 individuals subject to this Court's September 18, 2018 judgment in this
11 matter shall be provided notice of the amended class period via a supplemental class notice in
12 substantial form as Exhibit B to this Order, and Defendant shall bear all related administrative
13 costs of providing such notice;

14 4. Defendant shall make payment to the population of 409 individuals incorrectly
15 excluded from the Class using the same calculus applied to the original class (and Defendant shall
16 also pay all related administrative costs regarding provision of notice to such individuals and
17 payment of their settlement shares), except as to those individuals who submit a timely and valid
18 request for exclusion;

19 5. The population of 409 individuals incorrectly excluded from the Class shall be
20 provided notice and an opportunity to object, and a further fairness hearing is set for August 13,
21 2019.

22 6. The final approval order for the 409 individuals incorrectly excluded from the
23 Class, if granted, will release the claims of non-opted out class members as follows: Any and all
24 causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities,
25 expenses, and losses alleged in the operative complaint or which could reasonably have been
26 alleged in the operative complaint based on the facts alleged therein, including, but not limited to:
27 (a) any alleged failure by Defendant (1) to pay wages, minimum wages, or overtime; (2) to
28 provide meal or rest periods or compensation in lieu thereof; (3) to provide accurate wage

4813-9748-9046.1

1 statements to employees; (4) to timely pay wages during employment; (5) to pay all wages due
2 upon separation of employment; (6) to maintain payroll records; or (7) to reimburse Class
3 Members in any manner for expenses incurred in the performance of their job duties; (b) any right
4 or claim for civil penalties pursuant to the Private Attorneys General Act of 2004, California
5 Labor Code §§ 2698, *et seq.*, or any penalties arising under the Labor Code or Wage Orders based
6 on the alleged failures set forth in (a)(1) through (a)(7) above; or (c) any right or claim for unfair
7 business practices in violation of California Business & Professions Code §§ 17200, *et seq.*, based
8 on the alleged failures set forth in (a)(1) through (a)(7) above; and (d) any violation of the
9 California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(7)
10 above, including, without limitation, violation of Labor Code Sections 201, 202, 203, 204, 218.5,
11 218.6, 221, 226, 226.3, 226.6, 226.7, 450, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197,
12 1197.1, 1198, 2802, 2698 *et seq.*, or any other state statute, rule and/or regulation (Wage Order),
13 or similar causes of action which any Class Member has or might have, known or unknown, of
14 any kind whatsoever, that was alleged or could have been alleged based on the factual allegations
15 in the operative complaint, *within the class period specified above.*

16 7. The final approval order will, if approved, release the above-described claims
17 against Defendant (along with any of its past, present, and future parents, affiliates, subsidiaries,
18 divisions, predecessors, successors, and assigns, and each of their officers, directors, board
19 members, trustees, shareholders, members, employees, agents, attorneys, auditors, accountants,
20 benefits administrators or third-party administrators, experts, contractors, stockholders,
21 representatives, partners, insurers, reinsurers, and other persons acting on their behalf) through
22 April 10, 2017 as to all Participating Class Members;

23 8. No later than seven (7) calendar days from entry of this Order, Defendant shall
24 provide Phoenix Settlement Administrator ("Settlement Administrator") in Microsoft Office Excel
25 format a list of the 409 individuals incorrectly excluded from the Class containing the information
26 called for by the Joint Stipulation of Class Action Settlement;

27 9. Within ten (10) calendar days after receiving the list of the 409 individuals
28 incorrectly excluded from the Class, the Settlement Administrator will (a) mail a class notice in

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1 substantial form to Exhibit A to this Order to the 409 individuals incorrectly excluded from the
2 Class and (b) mail a supplemental class notice in substantial form as Exhibit B to this Order to the
3 3,713 individuals subject to this Court's September 18, 2018 judgment in this matter;

4 10. The 409 individuals incorrectly excluded from the Class shall have sixty (60)
5 calendar days from the date on which the Settlement Administrator mailed the class notice to
6 postmark a response, requests for exclusion, or objection.

7 11. A final approval hearing as to the 409 individuals incorrectly excluded from the
8 Class is hereby set for September 10, 2019, at 3:00 p.m. in Department 23 of the Alameda County
9 Superior Court, to consider any objections to the Settlement, determine if the proposed settlement
10 should be found fair, adequate and reasonable, and given full and final approval by the Court, and
11 to approve the fees and costs payable to the Settlement Administrator;

12 12. All legal memoranda, affidavits, declarations, or other evidence in support of the
13 request for final approval as to the 409 individuals incorrectly excluded from the Class shall be
14 filed no later than sixteen (16) court days prior to the final approval hearing as to the 409
15 individuals incorrectly excluded from the Class, and the Court reserves the right to continue the
16 final approval hearing as to the 409 individuals incorrectly excluded from the Class without
17 further notice ;

18 13. Provided he or she submitted a timely and valid Notice of Intent to Appear at the
19 final approval hearing as set forth in the Notice of Class Action Settlement, and further provided
20 he or she has not submitted a timely and valid Request for Exclusion, any of the 409 individuals
21 incorrectly excluded from the Class may appear, personally or through his or her own counsel, and
22 he heard at the final approval hearing as to the 409 individuals incorrectly excluded from the
23 Class.

24 14. The Court hereby vacates the final report hearing set for May 14, 2019 at 3:00 p.m.

25
26 DATED: 5/9/19

27
28

HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

**IF YOU WORKED AS A MERCHANDISER FOR RETAIL
MERCHANDISING SOLUTIONS, INC. IN THE STATE OF
CALIFORNIA, YOU MAY OBTAIN PAYMENTS FROM A
SETTLEMENT REACHED IN A PROPOSED CLASS ACTION
LAWSUIT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE
AFFECTED.**

This Notice is court approved. This is not a solicitation from an attorney.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Receive compensation but lose rights to sue separately. If you do nothing, you will receive compensation for your claims alleged in this lawsuit. You will also give up your rights to ever sue RMSI about any of the claims in this case.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no compensation but keep rights to sue separately. If you ask exclude yourself from the settlement you will not receive any compensation from the settlement, but you will keep your rights to file a separate claim. Please be advised, however, that the time limits for filing a separate claim may have expired.
OBJECT OR COMMENT	Tell the Court why you like or don't like the settlement. You may write to the Court, or you may appear personally or through your own attorney and your own expense, and tell the Court about why you do or do not like the settlement. You must remain a part of the lawsuit to comment or object to the settlement, and you cannot object if you also ask to be excluded.
These rights and options – and the time deadlines for exercising them – are explained further in this Notice.	

WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit *George v. Retail Merchandising Solutions, Inc.*, pending in the Alameda County Superior Court, Case No. RG16828194 (the "Lawsuit"). This Notice is being sent to you by the order of the Alameda County Superior Court, which preliminarily approved the settlement and conditionally certified the Settlement Class on May 22, 2018. At that time, the class population was believed to only include approximately 3,700 individuals. Subsequently, the Parties became aware that approximately 409 individuals were inadvertently excluded. You are receiving this because you are one of those 409 individuals who may be entitled to money from this settlement.

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Kimberly George ("Plaintiff") on behalf of individuals who worked as Merchandisers for Retail Merchandising Solutions, Inc. ("RMSI") in California between August 22, 2012 and April 10, 2017.

The Lawsuit alleges RMSI failed to pay Merchandisers for all hours worked, particularly with respect to drive time, in violation of California law. The Lawsuit also alleges RMSI failed to properly and fully reimburse Merchandisers for work-related mileage expenses. Finally, the Lawsuit alleges Merchandisers missed meal and rest breaks because drive time was not properly recorded. RMSI denies each and all of the claims and contentions alleged by the Plaintiff. The Court has not made any rulings regarding the merits of the Lawsuit.

After engaging in extensive investigation and a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Defendant agreed on a class settlement that was preliminarily approved by the Court on May 22, 2018. At that time, the class population was believed to only include approximately 3,700 individuals. Subsequently, the Parties became aware that approximately 409 individuals were inadvertently excluded. Now, using the same formula applied to the 3,700 individuals initially a part of this settlement, RMSI has agreed to pay an additional \$32,740.47 to the 409 incorrectly excluded class members. Plaintiff and Class Counsel support this solution and the proposed payments to the individuals mistakenly excluded.

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by RMSI that Plaintiff's claims in the Lawsuit have merit or that it has any liability to Plaintiff or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. Kimberly George is the Class Representative in the Lawsuit, and she asserts claims on behalf of herself and the Class Members. All of the Class Members form a Class. A class action allows one court to resolve the claims of all the Class Members at the same time. A California Superior Court judge, Judge Brad Seligman, is in charge of this class action.

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or RMSI. Instead, both sides agreed to a settlement. That way, both sides avoid the risks and costs of a trial, and people affected will quickly receive compensation. The Class Representative and the attorneys think the settlement is best for the Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who worked for RMSI as a Merchandiser in California from August 22, 2012 through the April 10, 2017, are included in the Class. This includes individuals who held the job titles of Project Merchandiser, Project Trainer, Remodel Merchandiser, Remodel Team Lead, Team Lead, Wave Merchandiser, Wave Trainer, or any similar position however titled.

According to RMSI's records, you are member of the Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call [SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER].

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it through April 10, 2017, and final disposition of the Lawsuit, RMSI has thus far paid One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00). Now, in exchange for the release of claims against it and final disposition of the Lawsuit with respect to the 400 incorrectly excluded class members, RMSI will make a further payment of Thirty Two Thousand Seven Hundred Forty Dollars and Forty-Seven Cents (\$32,740.47) plus taxes ("Class Settlement Amount"). In total, RMSI will have paid a total of One Million Two Hundred Thirty Two Thousand Seven Hundred Forty Dollars and Forty-Seven Cents (\$1,232,740.47) plus taxes. After attorney's fees and costs, a service payment to the Plaintiff, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Class Settlement Amount, the remaining "Net Settlement Amount" was distributed

to Participating Class Members. With Court approval, the Class Settlement Amount was allocated as follows:

- **Individual Settlement Payment:** Each Participating Class Member received or will receive a payment based on factors specific to them, including the total compensation they were paid by RMSI during the relevant time period.

Individual Settlement Payments were be calculated as follows: first, each Class Member's total compensation during the relevant time period was be totaled. Then, each Class Member received his or her percentage of the Net Settlement Amount based what that Class Member's percentage share of the total wages paid to all Class Members was. For example, if a Class Member was paid 0.025% of all wages RMSI paid to Merchandisers during the relevant time period, then that Class Member received 0.025% of the Net Settlement Amount. This way, Merchandisers who worked for RMSI for longer periods of time, were paid more, and/or drove more miles, received a larger share of the settlement than Merchandisers who worked for shorter periods of time, worked fewer shifts and hours, and/or did less driving.

Your settlement portion will be calculated using the same formula and your payment will the same as if you had been included in the settlement from the beginning.

- **Class Representative Service Payment:** For acting as the Class Representative, Plaintiff has requested, and the Court has granted, an award of \$2,500.00 in recognition of and as compensation for her efforts, such as starting the Lawsuit, volunteering time to assist with the case, and providing information and documents, as well as risks she assumed in starting and assisting with the prosecution of the Lawsuit. Your settlement portion is unaffected by the Class Representative Service Payment.
- **Class Counsel's Attorney's Fees and Costs:** Class Counsel has requested, and the Court has granted, thirty percent (30%) of the Class Settlement Amount (\$360,000.00) as attorney's fees for litigation and resolution of the Lawsuit. Class Counsel also requested and received from the Court reimbursement for litigation costs advanced on behalf of the Class, which were \$10,000.00. Your settlement portion is unaffected by Class Counsel's Attorney's Fees and Costs.
- **PAGA Payment:** \$10,000.00 from the Class Settlement Amount was allocated for payment to the State of California under the Private Attorneys General Act of 2004. Upon Court approval 75% of the allocation (\$7,500.00) was paid to the California Labor and Workforce Development Agency, and 25% (\$2,500.00) of the allocation was distributed to the Class as part of the Net Settlement Amount. Your settlement portion is unaffected by the PAGA payment.
- **Settlement Administration:** The Court previously approved settlement administration costs of \$21,000.00. All additional costs of settlement administration will be paid for separately by RMSI and will not affect your settlement portion.
- All checks issued to Participating Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, half of the money corresponding to any unclaimed or uncashed checks will be sent to the [East Bay

Community Law Center], which is a non-profit charitable organization dedicated to providing a wide variety of free legal services to low-income and disadvantaged individuals in the Bay Area community. The other half of the money corresponding to any unclaimed or uncashed checks will be sent to the California State Treasury, as required by law, for deposit in the Trial Court Improvement and Modernization Fund and the Equal Access Fund of the Judicial Branch.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?

You do not need to do anything to receive a payment from the settlement.

RMSI's records show that, while you worked as a Merchandiser during the relevant time period, you were paid total compensation of [\$ AMOUNT]. Accordingly, your anticipated settlement share is [\$ AMOUNT].

25% of your payment will be issued in a check representing unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck). 75% of your payment will be issued in a check representing unreimbursed expenses, penalties, and interest, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you dispute the information about the amount of your anticipated settlement share, you must advise the Settlement Administrator and follow the steps below to substantiate your dispute.

To dispute the amount of your anticipated settlement share you must send in the mail any records (such as paystubs, pay checks or other records) supporting your calculation of the total amount of compensation you were paid by RMSI while working as a Merchandiser along with a letter explaining the dispute, and be sure to include the last four digits of your social security number by [RESPONSE DEADLINE]. The date of the post-mark will determine if it was timely mailed. The Settlement Administrator will review the information you submit along with RMSI's records and make a final determination as to the correct amount of your settlement share.

The Settlement Administrator is:

George v. RMSI
c/o Phoenix Settlement Administrators
Street
City, California Zip Code

WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?

Unless you ask to be excluded, you will remain a part of the Settlement Class, and that means you can't sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this* case. It also means all of the Court's orders will apply to you and legally bind you. If stay in the Settlement Class, you will be deemed to have released and discharged RMSI as well as any and all of its affiliates, employees, directors, officers, shareholders, agents, attorneys, successors and assigns, from any and all claims, causes of action or obligations of any kind or nature whatsoever (including claims that have been or could have been asserted against them in this lawsuit or in any other lawsuit or claim in any other court or forum), known or unknown, that were alleged or could have been alleged based on the factual allegations regarding unpaid wages, unpaid expense reimbursement, and missed meal and rest breaks alleged in the First Amended Complaint or identified in the Joint Stipulation of Class Action Settlement and Release.

The Settlement Agreement contains additional details about the scope of the Release and Released Claims, and may be viewed online at the Settlement Administrator's website listed below.

DO I HAVE A LAWYER IN THIS CASE?

The Court has decided the law firm below is qualified to represent you and the Settlement Class. This law firm is called "Class Counsel."

Law Offices of J. Kirk Donnelly, APC
4370 La Jolla Village Drive, Suite 800
San Diego, California 92122
Telephone: (858) 260-6170
kdonnelly@jkd-law.com

If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written opt out request to the Settlement Administrator at the following address:

George v. RMSI
c/o Phoenix Settlement Administrators
Street
City, California Zip Code

To be valid, a written request for exclusion must: (1) state your name, address, telephone number, and last four digits of your social security number; (2) be signed by you; (3) be mailed by first-class mail no later than [RESPONSE DEADLINE] to the Settlement Administrator at the above address; and (4) clearly state that you do not wish to be included in the settlement. The date of the postmark will determine if your opt out request was timely mailed. Unless you timely request to be excluded from the

settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Class Settlement Amount, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. The Final Approval Hearing is scheduled to take place on September 10, 2019, at 3:00 p.m. in Department 23 of the Superior Court of the State of California for the County of Alameda, located at 1221 Oak Street, Oakland, California 94612.

To be valid, all written objections and supporting papers if any, and/or notices of intent to appear at the Final Approval Hearing must: (1) state your full name, address and telephone number; (2) provide a written statement of all grounds for the objection accompanied by any legal support for the objection or a brief statement of why you wish to appear at the Final Approval Hearing; (3) state the last four digits of your social security number (4) be signed by you or your counsel; and (5) clearly identify the case name and number. The case name is "George v. Retail Merchandising Solutions, Inc." and the case number is "RG16828194." You may submit both an objection and a notice of intent to appear, and may include both as part of the same document.

You must submit your written objection and all supporting papers if any, and/or any notice of intent to appear at the Final Approval Hearing to the Settlement Administrator by mailing to the following address:

George v. RMSI
c/o Phoenix Settlement Administrators
Street
City, California Zip Code

To be valid, your written objection, all supporting papers, and/or any notice of intent to appear at the Final Approval Hearing must be postmarked on or before [RESPONSE DEADLINE].

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from initiating a lawsuit or proceeding regarding the Released Claims.

WHAT IF MY CONTACT INFORMATION CHANGES?

If, after you receive this Notice, you change your mailing address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

FURTHER INFORMATION

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER] or Class Counsel listed above. Please refer to the RMSI Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG16828194

Case Name: George v. Retail Merchandising Solutions, Inc.

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the **Order Granting Defendant's Motion to Modify Judgment** was emailed to the individuals shown on at the bottom of this document.

Dated: May 13, 2019

Jhalisa Castaneda

Courtroom Clerk, Dept. 23

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