EXHIBIT 1

Declaration of Robert W.T. Tucci

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Abingdon Division

CHARLIE STACY and CLIFFORD ALLEN, Individually and on behalf of all others similarly situated, *Plaintiffs*, v. JENNMAR CORPORATION OF VIRGINIA, INC., ET AL., *Defendants*.	Case No.: 1:21-cv-00015-JPJ-PMS

DECLARATION OF ROBERT W.T. TUCCI

I, Robert Wesley Thayer Tucci, state and declare as follows:

1. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class and Collective Action Settlement, Approval of Notice, Appointment of Settlement Administrator, Preliminary Approval of Attorneys' Fees, Costs, and Service Awards, and Related Relief (the "Motion"), all related documents, and Plaintiffs' request for fees and costs therein.

2. I have been appointed Class Counsel for the named Plaintiffs, the certified Virginia Rule 23 classes, and the FLSA collective in this action. I have personal knowledge of the facts set forth below, and if called upon, I could and would testify to the truth thereof.

3. I am an attorney in good standing, duly licensed and admitted to the bars of North Carolina (licensed September 2019), Virginia (December 2021), Maryland (February 2022), and the District of Columbia (November 2022).

4. I graduated from Appalachian State University in Boone, North Carolina with a Bachelor of Science in May 2013; and from Wake Forest University in Winston-Salem, North Carolina with a Juris Doctor in May 2019.

5. I am a senior associate attorney with Zipin, Amster & Greenberg LLC ("ZAG"), located in Silver Spring, Maryland. I joined ZAG in January 2023. Prior to joining ZAG, I was an attorney with The Spiggle Law Firm PLLC ("Spiggle"), located in Alexandria, Virginia. I was with Spiggle from May 2021 to January 2023. Prior to Spiggle, I was an associate attorney with The Law Offices of Gilda A. Hernandez, PLLC ("GAH") in Cary, North Carolina. I initially worked as a summer associate for GAH during my 2L summer in 2018 and was subsequently invited back as a full-time associate after graduating law school in 2019. All three firms listed above focus on employment law and primarily represent employees. Additionally, both ZAG and GAH primarily practice in plaintiffs-side wage & hour litigation.

6. I have focused primarily on plaintiffs-side wage & hour collective and class litigation since the start of my career. My experience in wage & hour matters includes both Fair Labor Standards Act ("FLSA") and analog state-law claims, including the Virginia Wage Payment Act, Va. Code §§ 40.1-29 *et seq.*, the Virginia

Minimum Wage Act, Va. Code §§ 40.1-28.8 *et seq.*, the Virginia Overtime Wage Act, Va. Code § 40.1-29.2 *et seq.*, the Maryland Wage and Hour Law, the Maryland Wage Payment and Collection Law, the North Carolina Wage and Hour Act, and related common-law wage theories.

7. I have served as counsel and/or been appointed class counsel in numerous wage & hour collective and class actions, including:

a. *Reynolds et al. v. Fidelity Investments* (M.D.N.C.) – Assisted in the representation of over two thousand plaintiffs and Fed. R. Civ. P. 23 ("R. 23") class members who work/worked as call center employees and not properly paid for all of their hours worked, including unpaid overtime. This matter settled in 2019.

b. *Lang et al. v. Duplin Co. EMS* (E.D.N.C.) – Assisted in the representation of an FLSA collective of Emergency Medical Services ("EMS") employees against a county government for failing to pay EMS paramedics and technicians for all hours worked at the appropriate overtime rate. This matter settled in 2020.

c. *Lewis et al. v. Precision Concepts Group, LLC* (M.D.N.C.) – Assisted in the representation of over one hundred (100) employees of a metal stamping, molding, and electro-mechanical and medical assemblies company in an FLSA collective and R. 23 class action. Also assisted in the representation of the named plaintiff concerning his individual FMLA claim. This matter settled in 2020.

d. *Sanchez et al. v. Shirley Warner Trust et al.* (N.C. Super. Ct.) – Represented several caretakers in a North Carolina Wage and Hour Act ("NCWHA") action against their employers for failing to pay for all promised wages, bonuses, benefits, and overtime. This matter settled in 2020.

e. *Myers v. Loomis Armored US, LLC* (W.D.N.C.) – Assisted in the representation of over 700 armored service technicians misclassified as

overtime exempt in an FLSA collective and R. 23 class action. This matter settled in 2020.

f. *Mearidy v. nThrive Solutions, Inc.* (W.D.N.C.) – Represented over three hundred (300) call center employees in a settlement-certified FLSA collective and R. 23 class action who were not properly paid for all of their hours worked, including unpaid overtime. This matter settled in 2021.

g. *Pontones et al. v. Los Tres Magueyes, Inc. et al.* (E.D.N.C.) – Represented hourly and salaried restaurant employees who were not directly compensated minimum wage and overtime in an FLSA collective and R. 23 class action against a Mexican restaurant with at least eight (8) locations in North Carolina and Virginia. I withdrew from representation in this matter after changing firms.

h. *Pontones et al. v. San Jose Restaurant Inc. et al.* (E.D.N.C.) – Represented over one hundred (100) restaurant employees for unpaid wages in an FLSA collective and R. 23 class action against a Mexican restaurant with at least fifteen (15) locations in North Carolina. I withdrew from representation in this matter after changing firms.

i. *Mebane v. GKN Driveline North American Inc.* (M.D.N.C.) – Assisted in the representation of approximately 3,400 manufacturing/assembly employees in an FLSA collective and R. 23 class action. Also assisted in the representation of the named plaintiff concerning his individual Title VII claim.

j. *Gobena v. CourierNet Inc.* (W.D.N.C.) – Represented an estimated minimum of one hundred (100) misclassified courier employees in a nationwide FLSA collective and R. 23 class action. I withdrew from representation in this matter after changing firms.

k. *Roldan v. Bland Landscaping, Inc.* (W.D.N.C.) - Represented an estimated minimum of three hundred (300) landscaping foremen in an FLSA collective and R. 23 class action who were not compensated for all hours worked and at the appropriate rate pursuant to the FLSA and NCWHA. I withdrew from representation in this matter after changing firms.

l. *Tom v. Hospitality Ventures, LLC* (E.D.N.C.) – Assisted in the representation of over one hundred (100) servers, server assistants, runners, and bartenders in an FLSA collective and R. 23 class action against an upscale sushi restaurant. While the matter was initially dismissed pursuant to summary judgment, following successful briefing and oral arguments before the Fourth Circuit Court of Appeals, the dismissal was reversed, and the matter was certified as a class action.

m. *Cirillo et al. v. Citrix Systems, Inc.* (E.D.N.C.) - Represented an estimated 2,000 employees misclassified as overtime exempt in an FLSA collective and R. 23 class action. Also represented the named plaintiff concerning her individual FMLA claim. I withdrew from representation in this matter after changing firms.

n. *Daniel et al. v. Stericycle Inc. et al.* (W.D.N.C.) - Represented an estimated 1,000 employees in a collective and R. 23 class action who were not compensated for all hours worked and at the appropriate rate pursuant to the FLSA and NCWHA. Also represented Named and opt-in plaintiffs concerning their individual NC REDA and wrongful termination claims. I withdrew from representation in this matter after changing firms.

o. *James et al. v. RPS Holdings, LLC* (M.D.N.C.) – Represented an estimated 300 exotic dancers in a collective and R. 23 class action who were misclassified as independent contractors and not compensated appropriate overtime wages pursuant to the FLSA and NCWHA. Also represented the Named Plaintiff concerning her individual assault, battery, intentional and negligent infliction of emotional distress, negligent employment, supervision and retention, and wrongful termination claims. I withdrew from representation in this matter after changing firms.

p. *Nelson et al. v. W.E.K. Enterprises, LLC* (E.D. Va) – Lead counsel for approximately 300 flaggers and crew chiefs in a collective action for unpaid straight and overtime wages pursuant to the FLSA and VWPA. This matter settled in 2023.

q. *Glennon et al. v. Anheuser-Busch, LLC* (E.D. Va) – Court appointed co-lead counsel for approximately 700 plaintiffs and class members in a FLSA collective action and R. 23 class action for unpaid overtime wages pursuant to the FLSA and VWPA. The Court recently granted the plaintiffs' motion for R. 23 class certification and denied the defendant's motion for decertification of the FLSA collective action. The defendant has appealed the class certification decision to the Fourth Circuit, and that appeal remains pending.

r. *Hashimi v. Geneva Enterprises, LLC et al.* (American Arbitration Association) – Lead counsel for employee alleging claims under the VWPA for illegal deductions from earned commissions. The employee obtained a successful final arbitration award in July 2023 which was confirmed by the Circuit Court for the City of Alexandria in January 2024. The employer has appealed the confirmation of the award, which was affirmed by the Virginia Court of Appeals. The Supreme Court of Virginia recently declined further review.

s. *Tripp et al. v. Perdue Foods LLC* (D. Md.) – Co-counsel for approximately 80 plaintiffs in a conditionally certified nationwide collective action concerning allegations of misclassification of Perdue Food's chicken growers as independent contractors. The Court granted conditional certification of a nationwide FLSA collective action and the parties are in the process of conducting Phase 1 discovery.

t. *Blakeman et al. v. Geneva Enterprises, LLC et al.* (American Arbitration Association) – Lead counsel for approximately 200 claimants in a collective action for illegal deductions from earned commissions pursuant to the VWPA. This matter was certified as a collective action, with a three-week merits hearing taking place in October 2024. Secured a combined $5.3 million arbitration award for the claimants, which has since been confirmed and reduced to a judgment in Virginia circuit court. The employers are currently appealing the confirmation of the arbitration awards to the Court of Appeals of Virginia.

u. *Perdomo Paz et al. v. Axis Hospitality Construction, LLC et al.* (E.D. Va.) – Lead counsel for a collective of construction worker plaintiffs in

a wage & hour collective action arising from hotel renovation work in Virginia, asserting claims under the FLSA, the Virginia Wage Payment Act, the Virginia Overtime Wage Act, and Virginia Code § 11-4.6. Following a four-day Phase I liability trial in November 2025, secured a favorable jury verdict and subsequent order holding the general contractor liable for double unpaid straight-time and overtime wages for work performed between June 16, 2023 and August 23, 2023, together with attorneys' fees and costs, with Phase II damages trial scheduled to begin in June 2026.

8. In this Action, I was appointed Class Counsel, along with co-counsel, in connection with the Court's Rule 23 certification order. I have been actively involved in nearly every major phase of this case, including certification, amended pleadings, expansion of the FLSA collective, merits discovery, expert work, dispositive and decertification motion practice, sanctions motion practice, mediation, trial planning, settlement negotiations, and preparation of the settlement approval papers.

9. This case is a certified hybrid Rule 23 class and FLSA collective action alleging that Defendants failed to pay non-exempt hourly employees for all compensable time worked, including alleged pre- and post-shift work and time allegedly lost through Defendants' rounding and timekeeping practices.

10. Plaintiffs initiated this action on April 12, 2021. Doc. 1. Defendants answered the original Complaint on May 5, 2021. Doc. 3.

11. The Parties agreed to bifurcate discovery, with Phase I addressing certification issues and Phase II addressing merits issues. Doc. 24.

12. On July 28, 2021, Plaintiffs moved for conditional certification of an FLSA collective and Court-facilitated notice. Docs. 26–27. The Court granted conditional certification on October 14, 2021. Doc. 32.

13. On December 3, 2021, Plaintiffs moved for Rule 23 certification of their Virginia state-law claims. Docs. 35–36. On January 21, 2022, Plaintiffs moved for supplemental notice to the FLSA collective. Doc. 44.

14. On May 6, 2022, the Court granted Plaintiffs' motion for Rule 23 class certification and Plaintiffs' motion for supplemental notice. Docs. 51, 52.

15. On May 19, 2022, Plaintiffs moved for leave to file an amended complaint and to modify the conditionally certified FLSA collective to nationwide scope. Docs. 55–58.

16. On August 25, 2022, the Court granted Plaintiffs' motions for leave to amend and to modify the FLSA collective. Doc. 68.

17. Plaintiffs filed their Amended Complaint on September 8, 2022. Doc. 70. Defendants answered the Amended Complaint on October 6, 2022. Doc. 75.

18. Following certification, the Parties completed extensive Phase II merits discovery and expert discovery.

19. Discovery included written discovery, payroll and timekeeping data, class and collective member information, policy documents, timekeeping and

payroll materials, communications, corporate and facility-level records, and deposition testimony.

20. Plaintiffs retained Dr. J. Michael DuMond and Berkeley Research Group to analyze Defendants' payroll and timekeeping data, including rounding effects, off-the-clock damages, damages by class/collective category, and settlement allocation issues.

21. The Parties engaged in extensive motion practice after discovery, including dispositive motions, decertification briefing, expert motion practice, and sanctions motion practice.

22. On September 30, 2025, the Court issued an omnibus Opinion and Order denying Defendants' motion for summary judgment and decertification, denying Plaintiffs' motion to exclude Defendants' expert, granting Plaintiffs' sanctions motion in part, and granting Plaintiffs partial summary judgment on Defendants' FLSA *de minimis* defense. Doc. 152.

23. The Court subsequently entered a Scheduling Order setting a bench trial for July 6–24, 2026. Doc. 158.

24. The Parties submitted a Proposed Joint Trial Plan, Doc. 161, which the Court accepted by Minute Order. Doc. 162.

25. The Parties participated in multiple formal settlement efforts, including mediation. After a February 10, 2026 mediation and subsequent arm's-length

negotiations, the Parties reached the proposed Class and Collective Action Settlement Agreement.

26. Attached as Exhibit A is a true and correct copy of the Class and Collective Action Settlement Agreement.

27. Attached as Exhibit B is a true and correct copy of the proposed Notice of Proposed Class and Collective Action Settlement and Fairness Hearing.

28. The Settlement Agreement provides for a total Settlement Amount of $3,000,000.00, inclusive of all class and collective payments, attorneys' fees, litigation costs and expenses, administration costs, and service awards. Defendants will separately pay the employer's portion of applicable payroll taxes.

29. The Net Settlement Amount is $1,705,844.49.

30. The Net Settlement Amount will be allocated as follows: $1,446,842.20 to the Virginia Wage Class Fund; $200,986.25 to the Breach of Contract Class Fund; and $58,016.04 to the FLSA Class Fund.

31. The allocation methodology is based on a conservative damages benchmark: 100% of rounding damages plus 1 minute of off-the-clock work, as calculated by Plaintiffs' expert, Dr. DuMond.

32. Under that benchmark, the Breach of Contract Class baseline damages are $200,986.25; the Virginia Wage Class baseline damages are $1,219,424.41; and

the FLSA opt-in baseline damages are $48,860.01. The total baseline damages for the class and collective distribution are $1,469,270.67.

33. The settlement allocates $200,986.25 to the Breach of Contract Class, $1,446,842.20 to the Virginia Wage Class, and $58,016.04 to the FLSA Class, for a total class/collective distribution of $1,705,844.49.

34. The Breach of Contract Class allocation equals 100.00% of its baseline damages. The Virginia Wage Class allocation equals approximately 119% of its baseline damages. The FLSA Class allocation equals approximately 119% of its baseline damages. Overall, the class/collective distribution equals approximately 116% of the baseline damages.

35. In my opinion, this allocation is fair, reasonable, and administrable. It is based on objective payroll/timekeeping data, provides at least full recovery under a conservative settlement benchmark for each claim category, accounts for the different remedies and risks applicable to the Virginia statutory, Virginia common-law, and FLSA claims, and permits automatic distribution without requiring class or collective members to submit claim forms.

36. The allocation methodology was designed, in part, to provide the Court with the type of damages and recovery information that courts have found necessary to evaluate preliminary approval in hybrid wage settlements. For example, in *Graham v. Famous Dave's of America, Inc.*, Civil Action No. DKC 19-0486, 2022

U.S. Dist. LEXIS 151045 (D. Md. Aug. 22, 2022), the court initially denied preliminary approval because it lacked sufficient information regarding unpaid wages, class size, costs, administration expenses, and differing recoveries. Here, Plaintiffs are providing the Court with the damages benchmark, the baseline damages by fund, the percentage recovery by fund, the total class/collective distribution, and the relationship between the settlement and estimated baseline damages.

37. The Settlement Agreement provides for automatic distribution of settlement payments; no claim form is required.

38. The Settlement Agreement provides that settlement checks will expire 150 calendar days after the Effective Date.

39. The Settlement Agreement is non-reversionary. Any remaining uncashed payments will not revert to Defendants. Instead, remaining uncashed payments will be distributed *cy pres* to Southwest Virginia Legal Aid Society, subject to Court approval.

40. The Settlement Agreement appoints Angeion Group, LLC as Settlement Administrator.

41. The proposed notice plan provides for notice by mail, email, and text message. It also provides for re-mailing and address-updating procedures for returned mail.

42. In my opinion, the proposed Notice is written in plain language and adequately informs class and collective members of the nature of the case, the settlement terms, the settlement amount, the allocation, the requested attorneys' fees and costs, the requested service awards, the release, the right to opt out of the Rule 23 settlement, the right to object, the right to appear through counsel, and the final approval process.

43. In my opinion, the proposed Notice adequately explains the hybrid nature of this settlement. The Notice distinguishes between the Rule 23 Virginia classes and the FLSA Class, explains that Rule 23 class members may request exclusion, explains that the FLSA Class consists only of persons who filed and did not withdraw FLSA Consent Forms in this Action, describes the claims being released, and informs recipients that no claim form is required to receive payment.

44. In my opinion, notice by mail, email, and text message is the best notice practicable under the circumstances and is reasonably calculated to reach class and collective members.

45. In my opinion, the proposed non-reversionary structure is fair and appropriate. No uncashed settlement funds will revert to Defendants. Instead, any remaining uncashed payments will be distributed *cy pres* to Southwest Virginia Legal Aid Society, subject to Court approval. This structure avoids returning

residual wage-settlement funds to Defendants and is consistent with the remedial purposes of the wage claims being resolved.

46. Class Counsel will request attorneys' fees in the amount of $1,000,000.00, representing one-third of the $3,000,000.00 Settlement Amount.

47. Class Counsel prosecuted this case on a fully contingent basis and have not been paid for their time or reimbursed for their litigation costs and expenses.

48. Class Counsel maintained contemporaneous time records.

49. As of May 7, 2026, Class Counsel and their attorneys, paralegals, and staff recorded 1,352.4 hours in this matter, resulting in a lodestar of $710,101.50.

50. The requested $1,000,000.00 fee represents a lodestar multiplier of approximately 1.41 based on time recorded through May 7, 2026, before final approval work, administration-related work, and any further work necessary to respond to objections or complete the settlement process.

51. My hourly rate in this case is $535. That rate has been approved in similar wage & hour litigation in the Eastern District of Virginia. In *Haley v. FRC Balance LLC*, Judge Novak found reasonable a $535 hourly rate for me and a $250 hourly rate for paralegal time in a single-plaintiff wage case. No. 1:23cv666 (DJN), 2025 U.S. Dist. LEXIS 14305, at *4–5 (E.D. Va. Jan. 27, 2025). In *Murillo v. Axis Hospitality Construction, LLC*, Magistrate Judge Davis reviewed time records reflecting 51.1 hours at my $535 hourly rate, found the rate consistent with

reasonable rates charged in the Eastern District of Virginia for like matters, found the hours reasonable, and recommended an award of $27,338.50 in FLSA attorneys' fees. Report and Recommendation at 21–22, *Murillo v. Axis Hospitality Construction, LLC*, No. 1:24-cv-01764-AJT-IDD (E.D. Va. Mar. 5, 2026), Doc. 200.

52. The other rates used in Class Counsel's lodestar cross-check are also supported by comparable fee awards. In *Blakeman v. Geneva Enterprises, LLC*, after contested fee briefing, the arbitrator accepted the *Vienna Metro* matrix as persuasive evidence of reasonable rates for wage & hour litigation in the Northern Virginia market and awarded rates including $535 for me, $750 for Gregg Greenberg and Michael Amster, $695 for Francisco Mundaca, $250 for paralegals, and $150 for legal assistants. Final Award Attachments Nos. 1–3, *Blakeman v. Geneva Enterprises*, LLC, AAA Case No. 01-22-0000-1610, Attach. No. 2 (June 12, 2025) (attached hereto as Exhibit C). The arbitrator awarded $1,593,711.13 in aggregate fees and costs. *Id.*, Attach. No. 3.

53. These prior awards support the reasonableness of the rates used in the lodestar cross-check here. The requested fee is also reasonable because this matter required specialized wage & hour class and collective action experience, was prosecuted on a contingent basis, required Class Counsel to advance substantial litigation expenses, and proceeded through certification, merits discovery, expert

discovery, summary judgment, decertification briefing, sanctions motion practice, mediation, and trial planning before settlement.

54. The principal time entries by timekeeper, as of May 7, 2026, are summarized below:

Timekeeper	**Role**	**Rate**	**Hours**	**Lodestar**
Robert W.T. Tucci	Lead Attorney	$535	1,061.5	$567,902.50
Gregg C. Greenberg	Attorney	$750	101.7	$76,275.00
Francisco Mundaca	Attorney	$695	27.8	$19,321.00
Ashley Collette	Attorney	$415	35.2	$14,608.00
Mike Knieling	Paralegal	$250	38.4	$9,600.00
Lisbeth Rivera	Paralegal	$250	28.6	$7,150.00
Darien Price-Rivera	Paralegal	$250	9.3	$2,325.00
Brandon Rodas	Paralegal	$250	8.0	$2,000.00
Heidi Powell	Paralegal	$250	7.9	$1,975.00
Camila Portocarrero	Paralegal	$250	6.0	$1,500.00
Michael Amster	Attorney	$750	2.0	$1,500.00
Vanessa Torres	Paralegal	$250	6.0	$1,500.00
Monica Juarez Velasco	Paralegal	$250	5.0	$1,250.00
Taylor Bronson	Legal Assistant	$150	6.9	$1,035.00

Jazyel Escamilla	Paralegal	$250	4.0	$1,000.00
Aylin Ore	Paralegal	$250	2.3	$575.00
Tom Eiler	Attorney	$475	0.6	$285.00
Ashley Flores	Paralegal	$250	1.0	$250.00
David Vidal-Irizarry	Paralegal	$250	0.1	$25.00
Ariel Anzora	Paralegal	$250	0.1	$25.00
TOTAL:			**1352.4**	**$710,101.50**

55. The time devoted to this matter included, among other things, investigation, client communications, complaint drafting, conditional certification, Rule 23 certification, supplemental notice, amendment and expansion of the FLSA collective, discovery, review and analysis of payroll/timekeeping data, expert coordination, deposition preparation and review, mediation preparation, dispositive motion briefing, decertification briefing, sanctions motion practice, trial planning, settlement negotiations, drafting and revising the Settlement Agreement, and preparing preliminary approval materials.[1]

[1] Class Counsel is prepared to submit for the Court's *in camera* review their detailed time and expense records, should the Court determine such records are necessary to evaluate Plaintiffs' fees and costs requests.

56. In my opinion, the requested attorneys' fee is reasonable given the result achieved, the contingent risk, the complexity of the case, the five-year duration of the litigation, the advanced procedural posture, the work performed, the rates reflected in Class Counsel's records, the rates approved in similar matters, and the lodestar cross-check.

57. Class Counsel will request reimbursement of litigation costs and expenses in the amount of $209,155.51.

58. Class Counsel advanced litigation costs and expenses necessary to prosecute this case and obtain the proposed settlement.

59. The requested costs include approximately $166,239.50 in expert and economic-analysis expenses, primarily associated with Berkeley Research Group's work on damages and allocation issues.

60. The requested costs also include approximately $14,072.44 in deposition transcript and court-reporting expenses; approximately $16,621.31 in mediation fees; approximately $9,409.26 in prior class/collective notice and administration expenses; and approximately $2,813.00 in filing, service, PACER, travel, postage/courier, and other litigation expenses.

61. These costs were reasonably incurred and were necessary to the prosecution, mediation, and settlement of this action.

62. Class Counsel will request service awards totaling $50,000.00, consisting of $25,000.00 to Charlie Stacy and $25,000.00 to Clifford Allen.

63. Stacy and Allen served as Named Plaintiffs and class representatives for more than five years.

64. Stacy and Allen assisted counsel in investigating the facts, provided information about Defendants' timekeeping and work practices, reviewed pleadings and settlement materials, participated in communications with counsel, provided written discovery responses and document productions, sat for depositions, supported certification and case-development efforts, remained available throughout the litigation, and helped Class Counsel evaluate the settlement.

65. Stacy and Allen also accepted the risks and burdens associated with serving as named plaintiffs in wage & hour litigation against their former employer and related entities.

66. Stacy and Allen agreed to broader general releases than absent class members in exchange for the service awards, subject to Court approval.

67. In my opinion, the requested service awards are reasonable in light of Stacy's and Allen's service to the classes and collective, the duration of the litigation, the benefits achieved, and the broader releases they agreed to provide.

68. In my opinion, the requested attorneys' fees, litigation costs and expenses, service awards, and administration costs are reasonable for preliminary

approval and notice purposes. Class Counsel's requested one-third fee is supported by the common-fund result, the contingent risk, the five-year litigation history, the advanced procedural posture, and a lodestar cross-check. The requested costs were reasonably incurred and necessary to investigate, litigate, mediate, and resolve the case. The requested service awards reflect the Named Plaintiffs' efforts, risks, and broader releases, and will be subject to final Court approval after notice and any objections.

69. The settlement was negotiated at arm's length. There was no collusion.

70. The Parties were represented by experienced counsel throughout the negotiations.

71. Plaintiffs and Class Counsel had sufficient information to evaluate the strengths and weaknesses of the claims and defenses before agreeing to settle.

72. Plaintiffs believe strongly in the merits of their claims. However, continued litigation presented risks regarding liability, damages, limitations, willfulness, good faith, entitlement to statutory enhancements, trial outcome, post-trial proceedings, appeal, and administration.

73. The proposed settlement provides substantial and certain monetary relief now and avoids the costs, risks, and delay of continued litigation.

74. In my opinion, the settlement is fair, reasonable, adequate, and in the best interests of the Virginia Rule 23 classes, the FLSA collective, and the Named Plaintiffs.

75. I respectfully request that the Court grant Plaintiffs' Motion for Preliminary Approval, approve the Notice and notice plan, appoint Angeion Group, LLC as Settlement Administrator, preliminarily approve Class Counsel's intended fee, cost, and service-award requests for notice purposes, set the final approval schedule, and stay all remaining case deadlines pending final approval proceedings.

I declare under penalty of perjury under the laws of the United States of America and the Commonwealth of Virginia that the foregoing is true and correct.

Executed this 15th day of May, 2026, at Silver Spring, Maryland.

By: */s/ Robert Tucci*
Robert W.T. Tucci

EXHIBIT A to Tucci Decl.

Settlement Agreement

IN THE UNITED STATES DISTRICT COURT
FOR WESTERN DISTRICT OF VIRGINIA
ABINGDON DIVISION

CHARLIE STACY and CLIFFORD ALLEN, Individually and on behalf of all others similarly situated, *Plaintiffs*, v. JENNMAR CORPORATION OF VIRGINIA, INC., ET AL., *Defendants*.	Case No. 1:21-cv-00015-JPJ-PMS

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT

The Parties (defined below) hereby **STIPULATE** and **AGREE** that the Action (defined below) is settled pursuant to the following terms and conditions and subject to judicial approval:

RECITALS AND BACKGROUND

WHEREAS, January 8, 2025, Named Plaintiffs (defined below) commenced an action against Defendants (defined below) for alleged violations of state and federal law;

WHEREAS, Defendants have defended and intend to vigorously contest each and every claim and deny all material allegations, as to which Defendants allege numerous defenses. Defendants, without admitting any wrongdoing or liability on their behalf, nevertheless have agreed to enter into this Agreement to avoid further expense, inconvenience, and the risks of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims that were asserted or could have been asserted in, or relate in any way whatsoever to, the action against Defendants.

WHEREAS, Class Counsel (defined below) has analyzed and evaluated the merits of the claims made against Defendants and the impact of this Agreement on Named Plaintiffs and the Class Members (defined below). Based upon their analysis and evaluation of a number of

factors, Named Plaintiffs and Class Counsel recognize the substantial risks of continued litigation, including the possibility that the action, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years. Named Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interest of Named Plaintiffs and the Class Members.

WHEREAS, the Parties, by and through their respective counsel, have engaged in significant and lengthy settlement discussions in connection with the resolution of the action, including multiple formal mediations. The Parties—subject to the approval of the Court—have elected to settle the action pursuant to the terms set forth in this Agreement, which shall be submitted to the Court for approval through the mechanisms set forth below.

WHEREAS, Defendants deny and continue to deny all of the material allegations in the action and have denied and continue to deny that they are liable or owe damages to anyone with respect to the alleged facts, claimed damages, or the claims released in this Agreement. Nonetheless, solely for the purpose of settling the action and claims released in this Agreement, and without admitting any wrongdoing or liability, Defendants have agreed to the dissemination a notice of settlement pursuant to § 216 of the Federal Fair Labor Standards Act ("FLSA") and Rule 23 to all Class Members;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Parties, having been represented by counsel and intending to be legally bound, agree to a full and complete settlement of the Action.

1. <u>Definitions.</u>

a. **"Action"** means the above-captioned Case 1:21-cv-00015-JPJ-PMS pending in the United States District Court for the Western District of Virginia, Abingdon Division.

b. **"Administrator"** means Angeion Group, LLC.

c. **"Agreement"** means this Class and Collective Action Settlement Agreement.

d. **"Class Counsel"** means Zipin, Amster & Greenberg, LLC.

e. **"Named Plaintiffs"** means Charlie Stacy and Clifford Allen.

f. **"Court"** means the United States District Court for the Western District of Virginia, Abingdon Division.

g. **"Defendants"** means Jennmar Corporation of Virginia, Inc. (now Jennmar of Virginia, LLC); Jennmar Corporation of East Virginia, Inc. (now Jennmar of East Virginia, LLC; Frank Calandra, Inc. (now Frank Calandra, LLC); Calandra Group, LLC (now Jennmar Intermediate Holdings, LLC); Jennmar Corporation of Utah, Inc. (now Jennmar of Utah, LLC); Jennmar Corporation of West Virginia, Inc. (now Jennmar of West Virginia, LLC); Jennmar of Pennsylvania, LLC; Jennmar of Kentucky, Inc. (now Jennmar of Kentucky, LLC); Jennmar of West Kentucky, Inc. (now Jennmar of West Kentucky, LLC); Jennmar Specialty Products – Cedar Bluff, LLC; Jennmar Civil, LLC; Jennchem, LLC; Jennchem West, LLC; Jennchem Mid-West, LLC; Jennchem Holdings, LLC; JMConveyors, LLC; JM Steel Corporation (now JM Steel, LLC); J-Lok Company (now J-Lok Co., LLC); J-Lok Corporation (now J-Lok, LLC); XCAL Tools – Madisonville, LLC; XCAL Tools – Clare, LLC; XCAL Tools – Beckley, LLC; XCAL Tools – South Point, LLC; and XCAL Tools – Bristol, LLC.

h. **"Released Parties"** means Defendants, their present, former and/or future parent companies, subsidiaries, divisions, affiliates that are owned (either directly or indirectly, in whole or in part) by Defendants, units, officers, directors, shareholders, representatives, predecessors, licensees, successors, insurers, agents, partners, principals, assigns, attorneys, employees, distributors, health and welfare plans, and all persons acting through, under

or in concert with them, together with each of their respective heirs, successors and assigns.

i. **"Defense Counsel"** means FordHarrison LLP.

j. **"Effective Date"** means five (5) calendar days after the Court enters an order granting final approval of the Settlement and dismissing the Action.

k. **"Settlement Amount"** means Three Million Dollars and Zero Cents ($3,000,000.00), inclusive of all costs, damages, wages, and attorneys' fees.

l. **"Named Plaintiffs' Released Claims"** means all claims, with the exception of any expressly excluded claims, Named Plaintiffs had, now have, or may hereafter claim to have had against the Released Parties arising out of, or relating to, their engagement with, work for, or termination of their engagement with the Released Parties, arising or accruing before February 10, 2026.

m. **"Net Settlement Amount"** means the Settlement Amount minus court-approved Administration Costs, Litigation Costs and Expenses, Attorneys' Fees, Costs, and Service Awards.

n. **"Virginia Wage Claims"** means all claims from April 12, 2018, through February 10, 2026, that were or could have been asserted against Defendants in this Action under the Virginia Overtime Wage Act ("VOWA"), the Virginia Minimum Wage Act ("VMWA"), or the Virginia Wage Payment Act ("VWPA"), including for wages, liquidated damages, interest, costs, expenses and attorneys' fees.

o. **"Contract Claims"** means all claims that were or could have been asserted against Defendants in this Action for Breach of Contract or Quantum Meruit/Unjust Enrichment, including for damages, interest, costs, and expenses.

p. **"Federal Wage Claims"** means all claims that were or could have been asserted against Defendants in this Action under the FLSA, including for wages, liquidated damages, interest, costs, expenses and attorneys' fees.

q. **"Virginia Wage Class"** means all individuals who worked as non-exempt hourly employees performing compensable duties for Defendants' benefit, in Virginia, from April 12, 2018, through February 10, 2026, who were: (i) paid on an hourly basis and; (ii) were not paid all wages due and owing for work duties performed in the Commonwealth of Virginia as a result of Defendants' class-wide payroll practice of shaving shift minutes and/or hours worked; (iii) who were subject to Defendants' payroll policies and practices denying payment of wages for all hours worked and/or payment of overtime wages at the time-and-one-half rate for overtime worked over forty (40) hours per week; and/or (vi) who were not paid all wages due and owing upon separation of employment.

r. **"Breach of Contract Class"** means all individuals who worked as non-exempt hourly employees performing compensable work duties for Defendants' benefit, in Virginia, from April 12, 2016, through February 10, 2026, who were: (i) paid on an hourly basis and; (ii) were not paid all wages contractually due and owing for work duties performed as a result of Defendants' class-wide payroll practice of shaving shift minutes and/or hours worked; (iii) were subject to Defendants' payroll policies and practices denying payment of wages for all hours worked each week; and/or (vi) who were not paid all wages due and owing upon separation of employment; and all individuals who work or have worked as non-exempt hourly employees performing compensable work duties for Defendants' benefit, in Virginia, from April 12, 2016, through February 10, 2026, who were: (i) paid on an hourly basis and; (ii) were not paid all wages reasonably due and owing for compensable work duties performed for the benefit of Defendants as a result of Defendants' class-wide payroll practice of shaving shift minutes and/or hours worked; (iii) who were subject to Defendants' payroll policies and practices denying payment of wages for all hours worked for Defendants'

benefit each week; and/or (vi) who were not paid all wages due and owing upon separation of employment.

s. **"FLSA Class"** means all individuals who filed and did not withdraw an FLSA Consent Form to prosecute Federal Wage Claims against Defendants in this Action.

t. **"Class Members"** means collectively, all members of the Virginia Wage Class, the Breach of Contract Class, or the FLSA Class.

u. **"Notice Form"** means the document attached as Exhibit 1.

v. **"Parties"** means Named Plaintiffs, Class Members, and Defendants.

w. **"Preliminary Approval Date"** means the date on which the Court enters the anticipated order preliminarily approving the Settlement and setting the dates and deadlines for effectuating the settlement, including the date of the Fairness Hearing, if any.

x. "**Motion for Preliminary Approval"** means the anticipated unopposed motion to be filed by Plaintiffs' Counsel with supporting documents and materials, for the Court's approval of the settlement and this Agreement pursuant to Rule 23 and the FLSA.

y. **"Settlement"** means the resolution of the Action and other disputes between the Parties as contemplated in this Agreement.

2. <u>Court Approval:</u>

a. The Parties will seek the approval of the Court for the Settlement described in this Agreement.

b. Within five (5) days after the execution of this Agreement, the Parties will notify the Court of this Agreement and request the Court stay all proceedings pending submission of the Motion for Preliminary Approval.

c. Within fifteen (15) calendar days after the execution of this Agreement, Class Counsel will file the Motion for Preliminary Approval, which shall be

provided to Defendants' counsel for review at least seven (7) days prior to filing. In connection with the Motion for Preliminary Approval, Class Counsel will seek an order: (i) approving as to form and content the proposed Notice Form; (ii) directing the dissemination of the Notice Form to the Class Members as set forth in this Agreement and providing Class Members an opportunity to object to the Settlement; and (iii) approving the Settlement as fair, reasonable, and binding on Named Plaintiffs and all Class Members except those Class Members who have timely and properly objected as set forth in this Agreement.

d. The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts, and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

e. If the Settlement is not approved by the Court, this Agreement will be null and void, and the Parties will return to the *status quo ante*.

f. During the remainder of the litigation, the Parties will be prohibited from relying on any negotiations, papers, or orders pertaining to or resulting from the Settlement.

3. Defendants' Payment Obligation. Defendants' payment obligation under this Settlement is the Settlement Amount, plus the employer's portion of any applicable payroll taxes.

4. Allocation of Settlement Funds. The Net Settlement Amount of One Million Seven Hundred Five Thousand Eight Hundred Forty-Four Dollars and Forty-Nine Cents ($1,705,844.49) will be allocated to and amongst the Named Plaintiffs and the Class Members identified in Exhibit 2, in the following amounts:

a. One Million Four Hundred Forty-Six Thousand Eight Hundred Forty-Two Dollars and Twenty Cents ($1,446,842.20) of the Net Settlement Amount will be paid in full resolution of Virginia Wage Claims held by Named Plaintiffs and the members of the Virginia Wage Class ("Virginia Class Fund") in individually allocated amounts identified in Exhibit 2.

b. Two Hundred Thousand Nine Hundred Eighty-Six Dollars and Twenty-Five Cents ($200,986.25) of the Net Settlement will be paid in full resolution of the Breach of Contract Claims held by Named Plaintiffs and the members of the Breach of Contract Class ("Breach of Contract Class Fund") in individually allocated amounts identified in Exhibit 2.

c. Fifty-Eight Thousand Sixteen Dollars and Four Cents ($58,016.04) of the Net Settlement will be paid in full resolution of the Federal Claims held by Named Plaintiffs and the members of the FLSA Class ("FLSA Class Fund") in individually allocated amounts identified in Exhibit 2.

5. **Virginia Wage Class Member Releases.** Upon the Effective Date, in exchange for valuable consideration described herein and reviewed and approved by the Court, Members of the Virginia Wage Class who do not timely opt out of this Agreement waive, release, and forever discharge the Released Parties from all claims for damages or relief of any kind arising from any known or unknown Virginia Wage Claims accruing before February 10, 2026.

6. **Breach of Contract Class Member Releases.** Upon the Effective Date, in exchange for valuable consideration described herein and reviewed and approved by the Court, Members of the Breach of Contract Class who do not timely opt out of this Agreement waive, release, and forever discharge the Released Parties from all claims for damages or relief of any kind arising from any known or unknown Breach of Contract Claims accruing before February 10, 2026.

7. **FLSA Class Member Releases.** Upon the Effective Date, in exchange for valuable consideration describe herein and reviewed and approved by the Court, Members of the Federal Wage Class waive, release, and forever discharge the Released Parties from all claims for damages or relief of any kind arising from any known or unknown FLSA Claims accruing before February 10, 2026.

8. **Notice of the Settlement.**

a. Within ten (10) calendar days after the execution of this Agreement, Defendants will provide Class Counsel and the Administrator with an Excel spreadsheet listing, for each Class Member, (i) full name; (ii) unique payroll/timekeeping identifier; (iii) last known mailing address; (iv) last known email address; (v) last known mobile phone number(s); (vi) facility/location; (vii) dates of employment; and (viii) social security number.

b. On or before fifteen (15) calendar days after the Preliminary Approval Date, the Administrator will (i) mail, (ii) email, and (iii) text message to each Class Member a package containing the applicable Notice Form.

c. If the post office returns any package to the Administrator with a forwarding address, the Administrator will promptly re-mail the package to the forwarding address.

d. If the post office returns any package to the Administrator without a forwarding address, the Administrator will work diligently to obtain an updated address and will promptly mail the package to any updated address.

e. The Administrator will prepare a sworn declaration describing the notice process.

f. Class Counsel will file this declaration with the Court along with any other papers seeking final approval of the Settlement.

g. Defendants will notify the appropriate State and Federal official of the proposed settlement pursuant to the Class Action Fairness Act, 28 U.S.C. §

1715(b), within ten (10) days after Plaintiffs file the Motion for Preliminary Approval, and will file proof of service of the CAFA notices on the docket. Final approval shall not be sought until the requirements of 28 U.S.C. § 1715(d) have been satisfied.

9. Objections to the Settlement.

a. Any Member of the Virginia Wage Class or Breach of Contract Class desiring to object to the settlement must do so in writing.

b. Objections must be mailed to the Administrator pursuant to the instructions in the Notice Form and must be postmarked by forty-five (45) days after the Administrator mails the Notice Forms.

c. The Administrator will attach all objections to its declaration filed with this Court.

10. Transfer of Settlement Amount to Administrator. On or before ten (10) calendar days after the date the Court enters an order granting Preliminary Approval of the Settlement, Defendants will transfer to the Administrator a payment in the amount of the Settlement Amount, plus the amount, as determined by the Administrator, necessary to cover the employer's portion of any applicable payroll taxes.

11. Settlement Checks to Class/Collective Members.

a. On or before fifteen (15) calendar days after the Effective Date, the Administrator will issue to each Class Member two separate checks as follows:

i. a payroll check representing 50% of the pro-rata share of the Net Settlement Amount from which the Administrator will deduct all applicable taxes and withholdings and for which the Administrator will issue an IRS Form W-2; and

ii. a non-payroll check representing 50% of the pro-rata share of the Net Settlement Amount that will not be subject to payroll withholding and for which the Administrator will issue an IRS Form 1099.

b. The Administrator will mail Class Members' checks and tax forms to the last known address for each Class Member.

c. If the post office returns any checks to the Administrator with a forwarding address, the Administrator will promptly re-mail the checks to the forwarding address.

d. If the post office returns any checks to the Administrator without a forwarding address, the Administrator will work diligently to obtain an updated address and will promptly re-mail the checks to any updated address.

e. All settlement checks will bear an expiration date falling one hundred fifty (150) calendar days after the Effective Date.

12. ***Cy Pres.*** To the extent there are any payments made to Class Members that remain uncashed after one hundred and fifty (150) days after the initial mailing of the checks, the Administrator shall remit all remaining uncashed payments to the Southwest Virginia Legal Aid Society ("SVLAS"), as *cy pres*, to be approved by the Court.

13. **Administration Costs.**

a. Class Counsel will request that the Court approve the payment to the Administrator of up to Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) in settlement administration costs ("Administration Costs").

b. The Administrator shall release payment from the Settlement Amount in satisfaction of its Administrative Costs contemporaneous to incurring costs arising from its administration of this Settlement.

14. **Litigation Costs and Expenses**.

a. Class Counsel will request that the Court approve reimbursement payment of out-of-pocket litigation costs and expenses, inclusive of expert witness fees, and separate and apart from the Administration costs, borne by Class Counsel in their prosecution of Named Plaintiffs and Class Members claims against

Defendants in this Action, in the amount of Two Hundred Nine Thousand One Hundred Fifty-Five Dollars and Fifty-One Cents ($209,155.51).

b. The Administrator will pay any Court-approved Litigation Costs and Expenses to Class Counsel on or before ten (10) calendar days after the Effective Date and will issue to Class Counsel an IRS 1099 Form for its receipt of the Court-approved Litigation Costs and Expenses when required.

15. Attorneys' Fee Payment.

a. Class Counsel will request that the Court approve an attorneys' payment to Class Counsel, expressly agreed upon by the Parties as fair and reasonable, in the amount of one-third (1/3) the Settlement Amount, One Million Dollars and Zero Cents ($1,000,000.00).

b. The Administrator will pay any Court-approved Attorneys' Fees to Class Counsel on or before ten (10) calendar days after the Effective Date and will issue to Class Counsel an IRS 1099 Form for its receipt of the Court-approved Attorneys' Fees when required.

16. Service Award Payment

a. Class Counsel will request that the Court approve a Service Award to Named Plaintiffs, expressly agreed upon the Parties as fair and reasonable, totaling Fifty Thousand Dollars and Zero Cents ($50,000.00), divided as follows:

i. Class Counsel will request the Court approve a Service Award allocated and paid to Charlie Stacy in the amount of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00); and

ii. Class Counsel will request the Court approve a Service Award allocated and paid to Clifford Allen in the amount of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00).

b. The Administrator will allocate and pay any Court-approved Service Award to Named Plaintiffs on or before ten (10) calendar days after the Effective Date

and will issue each Named Plaintiff an IRS 1099 Form for his receipt of his allocated payment of the Court-approved Service Award when required.

c. In consideration for the Service Award approved by the Court, Named Plaintiffs each agree to a complete and general release of Named Plaintiffs' Released Claims.

d. The Court's award of a Service Award is a condition precedent to this complete and general release by Named Plaintiffs.

e. If the Court does not award any Named Plaintiff his Service Award, then his corresponding complete and general release is void.

f. With the exception of any current or future claim arising under any applicable Workers' Compensation Act, the same being understood and agreed as not waived, released, altered, modified, or diminished through this Agreement, Named Plaintiffs knowingly and voluntarily release and forever discharge the Released Parties to the fullest extent permitted by law, of and from the Named Plaintiffs' Released Claims.

g. Notwithstanding the foregoing, nothing herein shall prevent Named Plaintiffs from cooperating in any investigations or proceedings conducted by the NLRB, EEOC, federal or state departments of labor, or any similar agency tasked with investigating allegations of employment discrimination or other misconduct; however, Named Plaintiffs waive any rights they may have to recover money damages, other compensation, or other personal relief resulting from any such investigation or proceeding and, consistent herewith, are precluded from doing so.

17. **Dismissal with Prejudice.** Upon the Court's final approval of this Settlement, the Action will be dismissed with prejudice in its entirety. The Parties will request that the Court retain jurisdiction to enforce this Agreement.

18. **No Representations.** This Agreement constitutes the entire agreement among the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings among the Parties shall be deemed merged into this Agreement. In entering into this Agreement, no Party relies on any statements, representations, or promises not described in this Agreement.

19. **Consent.** Each Party has carefully read and understands this Agreement and has received independent legal advice with respect to the Agreement.

20. **Successors.** This Agreement will inure to the benefit of and be binding upon each Party's heirs, successors, and assigns.

21. **No Assignments.** No Party has assigned or transferred, or purported to assign or transfer, to any other person or entity any rights or interests pertaining to the Action or Settlement.

22. **No Presumptions.** In interpreting this Agreement, there will not be any presumption of interpretation against any Party.

23. **No Admissions and No Prevailing Party.**

a. This Agreement is the result of a compromise between the Parties for the sole purpose of resolving the Action and avoiding the time and expense of further litigation.

b. Nothing in this Agreement constitutes an admission by any Released Party of liability or the propriety of class certification in the Action.

c. Nothing herein may be construed or used as an admission or as evidence of the validity of any claim against any Released Party.

24. **Tax Liability.**

a. Defendants, Released Parties, Defense Counsel, and Class Counsel make no representations as to the tax treatment or legal effect of the payments called for under this Agreement.

b. Class Counsel, Named Plaintiffs, and Class Members will be solely responsible for the payment of any taxes and penalties assessed on their own payments described in this Agreement.

25. Warranty of Authority. Each signatory below warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

26. Disputes; Applicable Law.

a. This Agreement will be governed, enforced, and interpreted according to the law of the Commonwealth of Virginia, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

b. The Parties agree that the Court may retain jurisdiction over the interpretation and enforcement of this Agreement.

27. Execution. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

< *Signatures on following page.* >

IN WITNESS WHEREOF, and intending to be legally bound, the Parties, the Administrator, Class Counsel, and Defense Counsel hereby execute this Agreement on the dates indicated below:

04/27/2026
DATED

Charlie Stacy (Apr 27, 2026 16:32:17 EDT)
CHARLIE STACY, ***Signed Individually and as Class Representative***

04/27/2026
DATED

Clifford Allen (Apr 27, 2026 16:58:41 EDT)
CLIFFORD ALLEN, ***Signed Individually and as Class Representative***

4/30/2026
DATED

Signed by: James Pfeifer, Esq. 12B976AD76F0470...
FRANK CALANDRA, INC., ***Signed as Authorized Agent on Its Own Behalf and as Authorized Agent on Behalf of All Other Defendants***

04/27/2026
DATED

Gregg Greenberg (Apr 27, 2026 12:14:06 EDT)
ZIPIN, AMSTER & GREENBERG, LLC, ***Signed as Authorized Agent and as Class Counsel***

4/30/2026
DATED

DocuSigned by: Benjamin P. Fryer F8447B3814CC40E...
FORDHARRISON, LLP, ***Signed as Authorized Agent and as Defense Counsel***

Jennmar - Stacy_Allen - Settlement Agreement (clean copy) (ZAG rev) (CLEAN) (002)

Final Audit Report 2026-04-27

Created:	2026-04-27
By:	Ariel Anzora (aanzora@zagfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI6QZftHhMESRy835XMCCnkGIG0n5h7Qq

"Jennmar - Stacy_Allen - Settlement Agreement (clean copy) (ZAG rev) (CLEAN) (002)" History

Document created by Ariel Anzora (aanzora@zagfirm.com)
2026-04-27 - 2:09:14 PM GMT

Document emailed to Charlie Stacy (allyo_1314@yahoo.com) for signature
2026-04-27 - 2:09:20 PM GMT

Document emailed to Clifford Allen (faithfamilypackers247@gmail.com) for signature
2026-04-27 - 2:09:20 PM GMT

Document emailed to Gregg Greenberg (ggreenberg@zagfirm.com) for signature
2026-04-27 - 2:09:20 PM GMT

Email viewed by Gregg Greenberg (ggreenberg@zagfirm.com)
2026-04-27 - 4:13:49 PM GMT

Document e-signed by Gregg Greenberg (ggreenberg@zagfirm.com)
Signature Date: 2026-04-27 - 4:14:06 PM GMT - Time Source: server

Ariel Anzora (aanzora@zagfirm.com) replaced signer Charlie Stacy (allyo_1314@yahoo.com) with Charlie Stacy (cstacy04@icloud.com)
2026-04-27 - 5:32:45 PM GMT

Document emailed to Charlie Stacy (cstacy04@icloud.com) for signature
2026-04-27 - 5:32:45 PM GMT

Email viewed by Charlie Stacy (cstacy04@icloud.com)
2026-04-27 - 8:28:21 PM GMT

Document e-signed by Charlie Stacy (cstacy04@icloud.com)

Signature Date: 2026-04-27 - 8:32:17 PM GMT - Time Source: server

Email viewed by Clifford Allen (faithfamilypackers247@gmail.com)

2026-04-27 - 8:57:29 PM GMT

Document e-signed by Clifford Allen (faithfamilypackers247@gmail.com)

Signature Date: 2026-04-27 - 8:58:41 PM GMT - Time Source: server

Agreement completed.

2026-04-27 - 8:58:41 PM GMT

docusign

Certificate Of Completion

Envelope Id: 1C8E196F-E443-8585-824E-41013DE615B1
Status: Completed
Subject: Jennmar Settlement Agreement : Complete with DocuSign
Source Envelope:
Document Pages: 18
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Joanne Spurling
271 17th St NW Ste 1900
Atlanta, GA 30363-6202
Jspurling@fordharrison.com
IP Address: 136.226.52.185

Record Tracking

Status: Original
4/29/2026 10:42:52 AM
Holder: Joanne Spurling
Jspurling@fordharrison.com
Location: DocuSign

Signer Events	Signature	Timestamp
James Pfeifer, Esq. jpfeifer@jennmar.com General Counsel Security Level: Email, Account Authentication (None)	Signed by: James Pfeifer, Esq. 12B976AD76F0470... Signature Adoption: Pre-selected Style Using IP Address: 205.182.151.77	Sent: 4/29/2026 10:46:52 AM Resent: 4/30/2026 1:19:18 PM Viewed: 4/30/2026 2:52:49 PM Signed: 4/30/2026 2:54:17 PM
Electronic Record and Signature Disclosure: Accepted: 4/30/2026 2:52:49 PM ID: 253a0c83-30a5-4c95-8858-2077b290de14		
Benjamin P. Fryer bfryer@fordharrison.com Partner Security Level: Email, Account Authentication (None)	DocuSigned by: Benjamin P. Fryer F844B3814CC46E... Signature Adoption: Pre-selected Style Using IP Address: 136.226.52.164	Sent: 4/30/2026 2:54:18 PM Viewed: 4/30/2026 2:56:19 PM Signed: 4/30/2026 2:56:37 PM
Electronic Record and Signature Disclosure: Accepted: 4/30/2026 2:56:19 PM ID: 09d733af-9743-487f-a8cd-a70a2c3c28b1		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2026 10:46:52 AM
Certified Delivered	Security Checked	4/30/2026 2:56:19 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	4/30/2026 2:56:37 PM
Completed	Security Checked	4/30/2026 2:56:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

EXHIBIT B to Tucci Decl.

Proposed Settlement Notice

NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT AND FAIRNESS HEARING

Stacy et al. v. Jennmar Corporation of Virginia, Inc. et al.
U.S. District Court, Western District of Virginia, Case No. 1:21-cv-00015-JPJ-PMS

A federal court authorized this Notice. This is not a solicitation from a lawyer. You are receiving this Notice because Defendants' records indicate you may be a member of one or more classes in this lawsuit and may be entitled to money from a proposed settlement.

A proposed class action settlement has been reached in the lawsuit captioned: *Stacy et al. v. Jennmar Corporation of Virginia, Inc. et al.*, Case No. 1:21-cv-00015-JPJ-PMS (W.D. Va.). If approved by the Court, the settlement will resolve the class and collective action lawsuit arising from allegations that Defendants failed to properly compensate certain non-exempt hourly employees for all hours worked.

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, and you are a class member, you will receive payment(s) as described in **FAQ #5**. You will also be legally bound by the settlement and the releases described in **FAQ #8**.
EXCLUDE YOURSELF FROM THIS SETTLEMENT **DEADLINE: DATE**	Excluding yourself from the settlement (or "opting out") is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants or other Released Parties for the claims this settlement resolves. If you exclude yourself, you will give up the right to receive any settlement benefits. More information about excluding yourself is available at **FAQ #7**.
OBJECT TO THE SETTLEMENT **DEADLINE: DATE**	You may object to the settlement by writing to the Court and informing it why you do not think the settlement should be approved. You will still be bound by the settlement if it is approved. If you exclude yourself from the settlement, you cannot object to it. More information about objecting is available **FAQ #7**.
ATTEND THE FINAL APPROVAL HEARING **DATE**	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection. You are not required to attend the Final Approval Hearing. More information about the Court's Final Approval hearing is available at **FAQ #7**.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court has not decided whether Plaintiffs or Defendants are correct. The parties have agreed to a settlement to avoid the cost, risk, and delay of trial.

1. What is This Case About?

Plaintiffs filed this lawsuit on behalf of non-exempt hourly employees who worked for Defendants at their manufacturing facilities. Plaintiffs allege that Defendants failed to pay employees for all compensable time worked, including certain pre- and post-shift work, and that Defendants' timekeeping practices resulted in employees not being paid for all time actually worked. Plaintiffs seek unpaid wages, statutory damages, interest, attorneys' fees, and costs. Defendants deny all liability and contend they complied with the law.

2. What is a Class Action and a Collective Action?

This lawsuit includes both:

- A **Federal Rule of Civil Procedure 23 class action** for certain Virginia state-law wage and related claims. If the Court approves the settlement, most people covered by the Virginia classes will be included automatically unless they opt out.

- An **FLSA nationwide collective action** for federal wage claims under the Fair Labor Standards Act ("FLSA"). Only individuals who filed an FLSA Consent Form in this case are part of the FLSA collective for settlement purposes. If you did not file a Consent Form, you are not part of the FLSA settlement group.

3. Am I Included in the Settlement?

Defendants' records show you may be in one or more of the following groups:

1. **Virginia Wage Class** – You are a member of the Virginia Wage Class if you worked for one or more Defendants in Virginia as a non-exempt hourly employee at any time from April 12, 2018 through February 10, 2026, and your employment falls within the class definition approved by the Court and set forth in the Settlement Agreement.

2. **Breach of Contract Class** – You are a member of the Breach of Contract / Quantum Meruit Class if you worked for one or more Defendants in Virginia as a non-exempt hourly employee at any time from April 12, 2016 through February 10, 2026, and your employment falls within the class definition approved by the Court and set forth in the Settlement Agreement.

3. **FLSA Class** – You are a member of the FLSA Class only if you previously filed a written Consent to Join this lawsuit under the FLSA.

If you are unsure whether you are included, you may contact the Settlement Administrator at the phone number/website below.

4. What Are the Terms of the Settlement?

- Defendants will pay a total of $3,000,000.00 (the "Settlement Amount"), plus any employer payroll taxes/withholdings ordinarily borne by employers on the payroll portion.

- The Settlement Amount will be reduced by Court-approved:
  - Settlement administration costs (up to $35,000.00),
  - Litigation costs/expenses ($209,155.51),
  - Attorneys' fees (requested at $1,000,000.00, which is one-third of the Settlement Amount), and

- Service awards (requested total $50,000.00 – $25,000 each for the two Named Plaintiffs).

- After these deductions, the amount available for payments to class/collective members is the Net Settlement Amount: $1,705,844.49.

- The Net Settlement Amount will be allocated as follows:
  - $1,446,842.20 – Virginia Wage Class Fund (for Virginia wage claims)
  - $200,986.25 – Breach of Contract Class Fund (for contract/quantum meruit/unjust enrichment claims)
  - $58,016.04 – FLSA Class Fund (for FLSA claims by FLSA opt-ins)

5. How Will My Settlement Payment Be Calculated?

If you are eligible and do not opt out, you will receive payment based on Defendants' payroll and timekeeping records and the allocation plan approved by the Court.

- If you are a member of the Virginia Wage Class, you will receive a pro rata share of the Virginia Wage Class Fund.

- If you are a member of the Breach of Contract Class, you will receive a pro rata share of the Breach of Contract Class Fund.

- If you are an FLSA opt-in (i.e., you filed a Consent Form), you will receive a pro rata share of the FLSA Class Fund.

Your Notice Packet will include an individualized estimate of your payment based on Defendants' records.

6. How and When Will I Get Paid?

If the settlement is approved and becomes effective, the Settlement Administrator will mail you two checks representing your total pro rata settlement payment:

- A payroll check representing 50% of your total settlement payment (with lawful withholdings; you will receive a W-2 for this portion); and

- A non-payroll check representing 50% of your total settlement payment (not subject to payroll withholding; you will receive a Form 1099 or other applicable tax form for this portion).

- Settlement checks will expire 150 days after the Effective Date.

- If your address changes, you should promptly notify the Settlement Administrator.

- No claim form is required; eligible class members who do not opt out will automatically receive payment if the settlement is approved.

Important: This Notice is not tax advice. You may wish to consult a tax professional.

7. What Are My Options?

You have three options:

- **Option 1**: **Do nothing** (stay in the settlement) – If you do nothing, and you are a class member, you will receive payment(s) as described above. You will also be legally bound by the settlement and the releases described below.

- **Option 2**: **Opt out** (exclude yourself); Rule 23 classes only – If you opt out, you will not receive money from the Virginia Wage Class Fund or Breach of Contract Class Fund, and you will not release the Virginia wage/contract claims covered by the settlement. Opting out applies only to the Rule 23 classes; it does not remove you from the FLSA collective if you already opted in.

    - How to opt out – To opt out, you must submit a written request for exclusion in the manner described below:

        - Your request must include: your name, current address, phone number, signature, and a statement such as: "I request to be excluded from the settlement in *Stacy, et al. v. Jennmar, et al.*, Case No. 1:21-cv-00015-JPJ-PMS."

        - Your request must be postmarked by [DATE] (the "Opt-Out Deadline"), which is 45 days after the Settlement Administrator mails this Notice.

        - Send opt-out requests to:

          Jennmar Settlement
          Attn: Exclusion Requests
          P.O. Box 58220
          Philadelphia, PA 19102

- **Option 3: Object** (tell the Court you disagree) – If you do not opt out, you may object to the settlement. If you object, you remain in the settlement and will be bound by the Court's decision.

    - Who May Object – You may object to the Settlement only if you are a Settlement Class Member and you do not exclude yourself from the Settlement. If you timely request exclusion from the Settlement, you may not object to the Settlement because you will no longer be part of the Settlement Classes.

    - How to object – To object, you must file a written objection with the Court and serve it on Class Counsel and Defense Counsel by [DATE] (the "Objection Deadline"), which is no later than 45 days after the Settlement Administrator mails this Notice. The Court will consider only those objections that are both filed with the Court and served on counsel by the deadline.

    - What Your Objection Must Include – Your written objection must include: (1) your full name, current address, telephone number, and signature; (2) a statement that you are a member of one or more of the Settlement Classes; (3) the reasons you object to the Settlement, including any legal or factual support for your objection; (4) copies of any documents you want the Court to consider; and (5) a statement whether you intend to appear at the Final Approval Hearing.

    - Appearance at the Final Approval Hearing – You may appear at the Final Approval Hearing either

on your own or through an attorney retained at your own expense. If you or your attorney wish to speak at the Final Approval Hearing, you must state that intention in your written objection filed and served by the deadline above.

- File your objection with:

  Clerk of Court
  United States District Court, Western District of Virginia
  180 W. Main Street
  Room 104
  Abingdon, Virginia 24210

- Serve your objection on:

  - Class Counsel

    Robert W.T. Tucci
    Gregg C. Greenberg
    ZIPIN, AMSTER & GREENBERG, LLC
    8757 Georgia Avenue, Suite 400
    Silver Spring, MD 20910

  - Defense Counsel

    Brendan C. Horgan
    FORDHARRISON LLP
    6802 Paragon Place, Suite 410
    Richmond, Virginia 23230

    Benjamin P. Fryer
    FORDHARRISON LLP
    6000 Fairview Road, Suite 1415
    Charlotte, NC 28210

- The Court will consider any objections that are timely filed. This does not mean, however, that the Court will necessarily take action based on any objection. If the Court rejects your objection, you will still be bound by the terms of the settlement and the release of claims explained in Section 8 below.

You may, if you wish, enter an appearance in this case through your own attorney at your own expense.

8. What Claims Am I Releasing if I Stay in the Settlement?

If you do not opt out and the settlement becomes effective:

- Virginia Wage Class Members will release wage payment and wage and hour claims under Virginia law that were or could have been asserted in this lawsuit based on the facts alleged in the case, including claims relating to alleged unpaid straight-time wages, alleged unpaid overtime wages, alleged rounding or timekeeping practices, alleged off-the-clock or pre- and post-shift work, alleged wage statement violations, and related remedies, for the applicable settlement period.

- Breach of Contract Class Members will release common law claims that were or could have been asserted in this lawsuit based on the facts alleged in the case, including breach of contract, quantum meruit, and unjust enrichment claims relating to alleged unpaid wages, for the applicable settlement period.

- FLSA opt-ins (FLSA Class Members) will release federal wage and hour claims under the FLSA that were or could have been asserted in this lawsuit based on the facts alleged in the case, including claims for alleged unpaid overtime, alleged off-the-clock or pre- and post-shift work, alleged rounding or timekeeping practices, liquidated damages, and related remedies, for the applicable settlement period.

The full release language, including the definitions of "Released Parties," "Released Claims," and the applicable time periods, is contained in the Settlement Agreement, which is available on the Settlement Website or from Class Counsel upon request.

9. What Fees, Costs, and Service Awards Will Class Counsel Request?

Class Counsel will ask the Court to approve:

- Attorneys' fees: $1,000,000.00 (one-third of the Settlement Amount)
- Litigation costs/expenses: $209,155.51
- Service awards: total $50,000.00 ($25,000 for each Named Plaintiff)
- Settlement administration costs: up to $35,000.00

The Court may award less than the amounts requested.

10. When Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the settlement and the requested fees, costs, and service awards.

- Date: [DATE]
- Time: [TIME]
- Location: United States District Court, Western District of Virginia, 180 W. Main Street, [Courtroom number], Abingdon, Virginia 24210

You may attend the hearing at your own expense. If you wish to speak at the hearing, you must follow the procedures described in Section 7 (Objections).

11. If I Exclude Myself from the Settlement, Can I Get Money from This Settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the settlement. You are only eligible to receive settlement benefits if you stay in the settlement.

12. If I Am a Current Employee, Will I Experience Any Retaliation or Discrimination?

No. It is against the law to retaliate or discriminate against an employee who decides to participate in this settlement agreement. Defendants will not discriminate or retaliate against you in any way because of your decision to participate or not in the lawsuit or this settlement.

13. Where Can I Get More Information?

This Notice summarizes the settlement. More details are in the Settlement Agreement and related Court filings.

- Settlement Website: [URL]
- Toll-Free Number: [PHONE]
- Email: [ADMIN EMAIL]

You may also contact Class Counsel:

Robert W.T. Tucci
Gregg C. Greenberg
ZIPIN, AMSTER & GREENBERG, LLC
8757 Georgia Avenue, Suite 400
Silver Spring, MD 20910
301-587-9373
rtucci@zagfirm.com

DO NOT Contact the Court or the Clerk's Office for Settlement Information

EXHIBIT C to Tucci Decl.

Blakeman Final Awards

AMERICAN ARBITRATION ASSOCIATION
EMPLOYMENT ARBITRATION TRIBUNAL

In the Matter of Arbitration Between
Paul Blakeman, individually and
on behalf of himself and all other similarly situated,

Claimants

And

Gevena Enterprises, LLC and
AV Automotive LLC,

Respondents

CASE NUMBER 01-22-0000-1610

FINAL AWARDS—INTRODUCTION

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the personnel manual or employment agreement entered into by the above-named parties and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and Claimants being represented by Robert Tucci, Esq. of Zipin, Amster, & Goldberg LLC, and Respondents being represented by Matthew H. Sorenson, Esq, of Cameron/McEvoy PLCC, and having previously rendered the Partial Final Awards dated March 20, 2025, do hereby, issue FINAL AWARDS, as follows:

PERTINENT PROCEDURAL POSTURE

1. This matter is before me by demand for arbitration (demand) filed with the American Arbitration Association (AAA) by Paul Blakeman (Blakeman) on behalf of himself and similarly situated workers.[1] The demand named Geneva Enterprises LLC (Geneva) and AV Automotive LLC (AVA) as Respondents (Respondent or Respondents). The demand was designated as a collective action against Respondents.
2. Respondents filed various Counter-claims and Blakeman and Joseph Dean Pelton (Pelton) filed individual claims.
3. Three separate Partial Final Awards (PFAs), along with an Introduction were issued March 20, 2025.
    a. Separate PFAs allowed review of distinct issues, arguments, testimony presented and statutory or legal basis for each Part.[2]
    b. Part One addressed collective action aspects of the demand; Part Two addressed Respondents' Counter-claims; and Part Three addressed Blakeman's and Pelton's individual claims.

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[1] Claimants originally filed an action in the Circuit Court for the City of Alexandria in October, 2021. On December 22, 2021, an Order was entered Granting Respondents' Motion to compel arbitration; staying proceedings pending completion of arbitration; and ordered the Parties to "resolve this dispute before the American Arbitration Association, consistent with the agreed upon Agreement to Arbitrate".

[2] The hearings were also divided into three parts. Live testimony and evidence on collective action claims (Part One) was heard on Days 1-4 from September 30-October 3, 2024. Respondents' Counterclaims (Part Two) were heard on Days 5-8 from October 7-10, 2024. Claimants' individual claims, (Part Three) were heard on Days 9-11 from October 14-16. Final expert testimony related to damages on individual claims was conducted remotely on December 13, 2024.

c. Each PFA allowed the prevailing Party to present a petition for attorneys' fees and costs (fee petition) in accordance with Scheduling Order No. 17.
d. Claimants were designated as the prevailing Party in each PFA.
e. Subsequently, Parties requested changes to the deadlines and manner of handling fee petitions and Amended Scheduling Order No. 17 was issued February 12, 2025 allowing consideration of fee petitions without in-person expert testimony.
f. Claimants' Counsel filed petition(s) for fees and costs related to each Part; Respondents filed a consolidated reply brief; and Claimants filed a sur-reply.[3]

4. Following issuance of the PFAs Claimants' Counsel filed a request for corrections (Rule 40 request) in accordance with AAA Rule 40.

a. The Rule 40 request was filed in a timely manner.
b. The Rule 40 request suggested corrections to typographic or other items that would not alter determinations in the PFAs.[4]
c. Respondents filed an answer to the Rule 40 request on April 20, 2025.
d. The Rule 40 request was GRANTED by Disposition dated May 5, 2025; was attached to the PFAs; and deemed to be considered an addendum to those Partial Final Awards.

In accordance with the above, all filings are complete and this matter is before me for FINAL AWARD. As with the PFAs and in accordance with prior Orders and agreement of the Parties, the Final Awards will be issued in Three Parts, with this Introduction being considered a part of each Final Award without this Introduction being attached to each Part.

In addition, these Awards are in full settlement of all claims and counterclaims, and any claims not expressly addressed in each Part of these Awards are denied.

The administrative fees of the American Arbitration Association totaling $26,945.00 shall be borne by the Respondent. The compensation and expenses of the Arbitrator totaling $353,330.04 shall be borne as incurred. Therefore, Geneva Enterprises, LLC; and AV Automotive, LLC has to pay Claimant an amount of $2,700.00.

Date June 12, 2025

Sandra S. Christianson

Sandra S. Christianson, Arbitrator

[3] Claimants filed three separate briefs to support their fee petitions for each PFA. Respondents chose to file a consolidated brief urging denial of all or parts of the petitions. Because each PFA and fee petitions addressed different statutory, legal grounds for recovery Final Awards will be issued in Three Parts, mirroring the three PFAs.
[4] No corrections were requested for Part Two, Respondents' Counter-claims; Part One, collective action claims; or the Introduction, except for Attachment B. Requested corrections focused on Attachment B, Introduction to the PFAs and various items in Part Three, Individual Claims.

ATTACHMENT NO. 1

Kay Declaration /Suggested Exclusions/Reductions

% Deduction Requested	Reference in Kay Declaration/Brief	Deduction Requested For	Decision on Request
25%	Kay No. 112	Failure to allocate Between statutes	Denied
10%	Kay No.116-120	privileged redactions	
2%	Reply Brief, p. 17		2% Granted
10%	Kay No. 121-129	block billing	2% Granted
2%	Kay No. 132-138	unnecessary or unsuccessful items, incl. court proceedings	Denied
20%	Kay No.139-142	clerical work	Denied

ATTACHMENT NO. 2

Hours/Rates/Amounts Awarded

Name	Category	Rate	Hours	Total
Robert Tucci	Lead Attorney	$535	2,155.2	$1,153,032.00
Thomas Eiler	Attorney	$475	456.6	$216,885.00
Vaakov Goldberger	Attorney	$475	371.4	$176,415.00
Gregg Greenberg	Attorney	$750	2.3	$1,725.00
Michael Amster	Attorney	$750	3.7	$2,775.00
Edith Thomas	Attorney	$695	0.3	$208.50
Francisco Mundaca	Attorney	$695	10.9	$7,575.50
Nicole Portnov	Attorney	$475	58.1	$27,597.50
Ivey Best	Attorney	$475	20	$9,500.00
Ariel Anzora	Paralegal	$250	0.5	$125.00
Ashley Flores	Paralegal	$250	18.7	$4,675.00
Aylin Ore	Paralegal	$250	80.2	$20,050.00
Brenda Dubon	Paralegal	$250	28.5	$7,125.00
Camila Portocarrero	Paralegal	$250	5.3	$1,325.00
Gabriela Alvarez	Paralegal	$250	1.2	$300.00
Gabriela Melendez	Paralegal	$250	0.5	$125.00
Linda Aparicio	Paralegal	$250	0.4	$100.00
Michael Knieling	Paralegal	$250	72.4	$18,100.00
Lisbeth Rivers	Paralegal	$250	111.0	$27,750.00
Heidi Powell	Paralegal	$250	12.1	$3,025.00
Erin Schatsiek	Paralegal	$250	0.8	$200.00
Rita Williams	Paralegal	$250	1.7	$425.00
Taylor Bronson	Legal Assistant	$150	42.8	$6,420.00
Leatitia Motaung	Legal Assistant	$150	0.2	$30.00

ATTACHMENT NO. 3

Calculation of Fees/Costs Granted/Apportioned to Each Part

Total Fees Originally Requested----------$1,657,217.12

Fees Requested per Counsel's Voluntary Reduction----------**$1,587,649.89**

Subtract 4% for Adjustments/Reductions, Attachment No. 1[1]----------$63,505.99

NET FEES----------**$1,524,143.90**

Apportioned 70/15/15---Part One------$1,066,900.73

Part Two-------$228,621.58

Part Three------$228,621.58

Aggregate Costs Requested/Granted ---------- **$69,567.23**

Apportioned 70/15/15----Part One------$48,697.06

Part Two-------$10,435.08

Part Three------$10.435.08

Aggregate Total Fees /Costs Awarded ----------

$1,593,711.13

TOTAL FEES/COSTS AWARDED APPORTIONED 70/15/15[2]

	AGGREGATE	FEES	COSTS
Part One----------	**$1,115,597.79**	**$1,066,900.73**	**$48,697.06**
Part Two----------	**$239,056.66**	**$228,621.58**	**$10,435.08**
Part Three----------	**$239,056.66**	**$228,621.58**	**$10,435.08**

[1] The 4% is the sum of 2% deducted for block billing and 2% deducted for redacted items per Attachment No. 1.

[2] Distribution of 70/15/15 between the Three Parts of this proceeding as requested is consistent with this Arbitrator's experience in handling, reviewing and ruling on the Three Parts of this arbitration.

AMERICAN ARBITRATION ASSOCIATION

EMPLOYMENT ARBITRATION TRIBUNAL

In the Matter of Arbitration Between
Paul Blakeman, individually and
on behalf of himself and all other similarly situated,
Claimants

And

Gevena Enterprises, LLC and
AV Automotive LLC,
Respondents

CASE NUMBER 01-22-0000-1610

FINAL AWARD PART ONE—COLLECTIVE ACTION CLAIMS

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the personnel manual or employment agreement entered into by the above-named parties and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and Claimants being represented by Robert Tucci, Esq. of Zipin, Amster, & Goldberg LLC, and Respondents being represented by Matthew H. Sorenson, Esq, of Cameron/McEvoy PLCC, and having previously rendered the Partial Final Awards dated March 20, 2025, do hereby, AWARD, as follows:

PERTINENT PROCEDURAL POSTURE

1. This matter was before me by demand for arbitration (demand) filed with the American Arbitration Association (AAA) by Paul Blakeman on behalf of himself and similarly situated workers.[1] The demand named Geneva Enterprises LLC (Geneva) and AV Automotive LLC (AVA) as Respondents (Respondent or Respondents) and was designated as a collective action (Part One).
2. Part One, Collective action claims were based on Virginia Wage Payment Act (VWPA) Va. Code 40.1-29, et. seq. as amended effective, July 1, 2020.
3. Respondents filed five Counts as Counter-claims (Part Two) primarily related to Virginia Uniform Trade Secrets Act (VUTSA) Va. Code 59.1-338.1 and other common law claims.
4. Blakeman and Joseph Dean Pelton (Pelton) filed individual claims (Part Three) under various laws, but predicated primarily on Virginia Whistleblower Protection Law (VWPL) Va Code 40.1-27.3.
5. Three separate Partial Final Awards (PFAs) along with an Introduction were issued March 20, 2025.
6. On April 9, 2025, Claimants filed a request (request) under AAA Rule 40 suggesting certain corrections be made to the PFAs.
    a. Respondents filed a reply to the request on April 20, 2025.

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[1] Claimants originally filed an action in the Circuit Court for the City of Alexandria in October, 2021. On December 22, 2021, an Order was entered Granting Respondents' Motion to compel arbitration; staying proceedings pending completion of arbitration; and ordering the Parties to "resolve this dispute before the American Arbitration Association, consistent with the agreed upon Agreement to Arbitrate".

b. Disposition Order dated May 5, 2025 granted the request and was attached to the PFAs originally issued as an addendum, Attachment A.

7. Each PFA allowed the prevailing Party to present a petition for attorneys' fees and costs (fee petition) in accordance with Scheduling Order No. 17 issued January 3, 2025.

a. Claimants were designated the prevailing Party in Part One, collective action claims.
b. Subsequently, Parties requested changes to the deadlines and manner of handling of fee petitions and Amended Scheduling Order No. 17, issued on February 12, 2025, allowing consideration of fee petitions without in-person expert testimony.
c. On April 10, 2025, Claimants' Counsel (Counsel)[2] filed petition(s) for fees and costs related to each PFA accompanied by exhibits and declarations; Respondent's consolidated reply, accompanied by exhibits and declarations, was filed on April 30, 2025; and Claimants filed a sur-reply that was received May 12, 2025 (fee petition filings).
d. Counsel seeks $1,160,051.98 in fees and costs combined.[3]

DISCUSSION OF ISSUES/ARGUMENTS

In accordance with the above pertinent procedural entries with respect to Part One, fee petition filings are complete and this matter is before me for **FINAL AWARD**. As with all other PFAs, and in accordance with prior Orders and agreement of the Parties, the separate **FINAL AWARD** for **PART ONE COLLECTIVE ACTION CLAIMS** will be issued without the Introduction being attached but considered as if fully set forth.

In support of the petition, Counsel for Claimants argues:

1. Claimants are the prevailing Party in the collective action aspects of this matter.
2. Counsel spent over 3,454 attorney, paralegal, and support staff hours investigating and prosecuting this arbitration. Exhibit A to the petitions, the Tucci Declaration, documents hours and personnel and Exhibit B, Declaration of Matthew Kaplan, (Kaplan Declaration), provides expert analysis to support the petition.
3. Costs of $69,567.23 were incurred incidentally and necessary to prosecuting this arbitration.
4. Counsel to date have served on a wholly contingent basis.
5. Counsel advanced all expenses associated with the litigation.
6. Relevant law and precedents support their petition.

Respondents argue for total rejection of the petition or reduction of fees as follows:

1. Claimants did not prevail in proving Respondents "knowingly" violated VWPA so as to secure treble damages or in securing civil penalties.
2. Claimants failed to separate fees recoverable under the various statutes involved VWPA, VWPL, VUTSA from one another and should not be awarded fees for efforts incurred on claims for which there is no right to recover attorneys' fees.
3. Claimants' evidence is insufficient to support the reasonableness of hours sought.
4. The hourly rates requested are unreasonable and bear no relation to amounts actually charged in the Northern Virginia legal market for similar services.

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[2] Blakeman initially retained The Spiggle Law Firm PLLC and later retained Zipin, Amster, & Greenberg LLC after lead counsel Attorney Tucci moved his practice there.

[3] This arbitration was processed in three "parts": Part One, collective action claims; Part Two, Respondents' Counter-claims, and Part Three, Individual claims. Claimants seek net attorneys' fees and costs for all three Parts of $1,657,217.12. Tucci's Declaration suggests this total should be apportioned between the Three Parts with fees for Part One representing 70% of net fees and costs; 15% attributed to Part Two, Respondents' Counter-claims; and 15% to Part Three, Individual Claims. I agree. Separate amounts for each Part will be discussed, decided, and apportioned on the 70/15/15 percent basis in separate individual Final Awards.

5. Counsel's block billing and hours are excessive, redundant, or otherwise unnecessary.
6. Amounts awarded compared to those demanded support a downward adjustment of fees sought.
7. Time records are insufficiently specific to determine reasonableness of fees.
8. Expert declaration of Douglas R. Kay (Kay Declaration) provides support for discounting and reducing amounts claimed as detailed on Attachment No. 1 to this ruling.

All fee petition filings are complete and this matter is ready for review and ruling beginning with analyzing the following:

A. Identify the "prevailing party" and law allowing or requiring recovery of fees and costs
B. Identify factors to consider in determining if hours and rates are reasonable
C. Determine if the fee petition supports granting the petition applying these factors
D. Calculate the amount awarded, making appropriate deductions or exclusions in hours and then multiplying the allotted hours by the rate(s) determined to be reasonable

A. Identify the Prevailing Party and Applicable Law

Initially, it must be stated that throughout these proceedings, these Parties vigorously and competently litigated this matter. There was little they agreed on and did not contest. However, they agree on several basic items related to fee petitions. They agree a "prevailing party" can seek fees if allowed by contract or statute. They agree a Party seeking to collect fees from the opposing Party has the burden of proving entitlement to fees sought to be imposed on the other Party. Schlegel V. Bank of America N.A., 271 Va. 542 (2006). They agree the petition implicates the concept of "fee shifting" which allows a prevailing Party to secure fees and costs from an opposing Party for successfully prosecuting or defending against claims.[4] Disagreement centers on identifying the prevailing party, identifying the legal basis for awarding fees, separating fees for work on issues where Claimants were entitled by law to an award from hours working on issues where fees were not recoverable, and identifying the reasonableness of fees generally.

Fee-shifting provisions like those in VWPA[5] are designed to encourage workers to seek relief for violations of VWPA and enforce VWPA by private actions.[6] In Part One, collective action claims, Blakeman sought to secure such relief based on VWPA. The VWPA mandates an award of reasonable attorney fees and costs to the prevailing party, providing a Court "shall" award reasonable attorneys' fees and costs to a prevailing plaintiff. VWPA, Va. Code 40.1-29(J). Claimants' Counsel argues VWPA provides legal authority for the petition. Claimants are correct. VWPA provides legal support for the fee petition and mandates such a fee shift. The remaining question is whether Claimants are the "prevailing party" entitled to benefit from this statute's fee shifting requirement.

To identify the "prevailing party," the Supreme Court has adopted a straightforward approach where statutory claims such as VWPA are involved. "Plaintiffs may be considered 'prevailing parties' for attorney's fees purposes if they succeed on any significant issue in litigation which achieves some of the benefit the parties sought in bringing suit.'" Hensley v. Eckerhart, 461 U.S. 424, 433 (1983), quoting Nadeau v. Helgemoe, 581 F.2d 275, 278–79 (1st Cir. 1978).

Here, Claimants' collective action claims asserted Respondents reduced their earned commissions without complying with VWPA. The Partial Final Award for Part One found Respondents responsible for an "ordinary" VWPA violation and awarded damages.[7] Claimants invoke VWPA's mandate to award

[4] Respondents did not petition for fees, costs for a successfully defending against the "knowing" violation (treble damages) or for avoiding the assessment civil penalties.
[5] The collective action claims in this arbitration rest primarily on the VWPA, Va. Code § 40.1-29(J).
[6] VWPA was amended effective July 1, 2020 to allow private, individual and collective actions.
[7] VWPA provides for finding "ordinary" violations and "knowing" violations which would result in awarding treble damages and civil penalties.

attorney fees and costs as the "prevailing party". Respondents argue Claimants did not prevail in establishing Respondents "knowingly" violated VWPA; that civil penalties were not awarded; and fees associated with these elements of the demand should not be shifted to Respondents. Courts allow recovery of fees where Claimants, as here, secure some of the relief sought. Hensley, supra. Claimants clearly secured some of the relief sought and were awarded significant damages. Claimants were the "prevailing party" under this test by securing some of the relief sought even though they did not secure all relief they sought. Respondents' argument does not defeat the petition in its entirety on this basis.

The inquiry turns to ensuring fees awarded to the prevailing party are reasonable. Separating hours and, therefore, fees associated with establishing a "knowing" violation or entitlement to civil penalties admittedly is difficult. While "pouring over" each line item on 300 pages of time records submitted by Counsel for Claimants is not required, a reasonable and appropriate degree of scrutiny along with exercising sound discretion is required. See PRA Fin. Servs., LLC v. AutoTrakk, LLC, Civil Action No. 17-CV-392, 2018 U.S. Dist. LEXIS 50104, (E.D. Va. March 26, 2018).

Respondents' brief and their expert (Kay Declaration) suggest Claimants' failure to secure treble damages for a knowing violation and civil damages requires complete rejection of the petition. Complete rejection would be arbitrary, ignore VWPA's fee shifting mandate, and be irresponsible. Alternatively, Respondents urge a 25% "across-the-board" deduction to fees requested because Claimants did not separate fees requested related to "knowing" versus ordinary violations and civil penalties. Respondents do not provide a detailed analysis to differentiate or calculate the exact fees or amounts they want denied on this basis. An "across-the-board" approach would be arbitrary and ignore responsibility to apply a reasonable degree of scrutiny of fees required. While I am not required to conduct a line-by-line analysis of fees requested, I cannot adopt this vague and unsupported 25% reduction. Deductions to fees sought, as discussed below, for redactions and block billing will adequately identify and reduce fees for not separating entries related to finding an ordinary versus a knowing violation and rejecting the request for civil penalties.[8]

B. General Process/Factors to Consider in Determining Reasonableness of Hours, Rates, and Costs

Calculation of fees generally requires multiplying the number of reasonable hours expended times a reasonable rate. United Supreme Council v. United Supreme Council of the Ancient Accepted Scottish Rite for the 33 Degree of Freemasonry, No. 1:16-CV-1103, 2019 U.S. Dist. LEXIS 222731 (E.D. Va. Jan. 17, 2019). This calculation generates a presumptively reasonable fee, although the amount and extent of the attorney fees ultimately rests "within the sound discretion of the (court)". PRA Fin. Servs.,supra. The difficult task of determining the reasonableness of hours and rates requires scrutiny of the petition, exercise of sound discretion, and application of various factors.

Respondents contend hours and rates are unreasonable and/or should be discounted for certain reasons beginning with arguing the petition fails to separate hours spent on different statutory claims. This demand involved multiple claims and statutes but all arise from common facts. As courts note, when "all claims involve a common core of facts much of counsel's time will be devoted generally to the litigation as a whole, making it difficult to divide the hours expended on a claim-by claim basis." Brodziak v. Runyon, 145 F.3d 194, 197 (4th Cir. 1998). Nevertheless, determining reasonableness of fees is required. Factors considered in this process will be discussed more fully below.

At the outset of these proceedings, the Parties agreed to utilize Fourth Circuit law, interpreting Virginia law, concerning collective actions. Accordingly, both Fourth Circuit and Virginia law will be used to process and analyze the reasonableness of fees and costs sought.

[8] Respondents did not present a request to recoup their fees, costs associated with assertedly successfully defending against a knowing violation or the imposition of civil penalties.

The Fourth Circuit in Barber v. Kimbrell's, 577 F.2d 216, 226 n.28 (4th Cir. 1978) set out the factors (Barber factors) to consider in exercising scrutiny and discretion, including:

1. time and labor expended by counsel
2. novelty and difficulty of questions raised
3. skill required to properly perform the legal services rendered
4. attorney's opportunity costs in pressing the instant litigation
5. customary fee for similar work
6. attorney's expectations at the outset of the litigation
7. time limitations imposed by the client or circumstances
8. amount in controversy and results obtained
9. attorney's experience, reputation and ability
10. undesirability of the case within the legal community in which the suit arose
11. nature and length of the professional relationship between attorney and client
12. fee awards in similar cases

In addition, Virginia legal precedents[9] focus on seven factors (Virginia factors):

1. the time and effort expended by the attorney
2. nature of the services rendered
3. complexity of the services
4. value of the services to the client
5. result obtained
6. whether the hours requested were reasonable, necessary, and appropriate
7. whether the fees were consistent with those generally charged for similar services.

The Barber factors and Virginia factors duplicate or overlap in some respects. The Virginia factors are the most clearly stated and will form the focus of analysis in this ruling. As discussed more fully below, the analysis of factors results in granting some, but not all, of the requested attorneys' fees and costs.

C. Applying Factors to Determine Reasonableness of Fees

1. Counsel's Time and Effort Expended

The best starting point for review is to identify and evaluate the number of hours reasonably expended on this matter. Counsel's involvement began in July, 2021, when Blakeman sought advice regarding Respondents 10% Deduction Policy. On August 27, 2021, on behalf of Blakeman and others similarly situated, Claimants' Counsel sent a letter to Respondents' General Counsel related to alleged violations. Blakeman, Pelton, and others filed a putative collective action in the Circuit Court for the City of Alexandria on October 27, 2021. The Circuit Court subsequently granted Respondents' motion to compel arbitration; remanded Claimants' claims to for arbitration on December 22, 2021, (court proceedings); and Blakeman filed a demand for arbitration on January 4, 2022. Respondents begin by arguing hours related to Court proceedings in particular should be excluded. Fees for work related to court proceedings is directly related to this demand. Sound discretion allows award of fees for such work and will not be excluded or deducted from this Award.

[9] Lambert v. Sea Oats Condo Ass'n. Inc., 293 Va. 245, 798 S.E. 2d. 177 (2017) quoting Manchester Oaks Homeowners Ass'n, Inc. v. Batt, 284 Va. 409, 732 S.E.2d 690 (2012).

After remand from Court and filing the demand for arbitration[10], the Parties engaged in extensive discovery, numerous motions, pleadings and briefs, most notably:

- Respondents' Motion to Decertify which was denied by Order of November 6, 2023
- Respondents' request to file a Motion for Reconsideration of the above Order
- Eleven (11) depositions by Respondents
- Six (6) depositions by Claimants
- Respondents produced over 73,000 pages of documents per Claimants' document requests
- Written discovery with hundreds of interrogatories, document requests, requests for admission and joint Exhibit production
- Pre-hearing motions in limine, challenges to experts, and briefs were filed
- Three weeks of evidentiary hearings were conducted
- Hearings included over 1,300 proposed exhibits
- Parties filed post-hearing briefs and replies
- Some 200 persons opted into this collective action and eight individual arbitrations were consolidated with this proceeding

The amount of work, effort and hours described in the petition and Declarations accurately reflects the time expended in litigating this matter, warranting awarding fees requested as discussed and adjusted, below.

2. Nature of Services, including Novelty, Difficulty, Complexity of Issues and Skill Required

As to the nature of the services, novelty, difficulty, and complexity of issues---Claimants, citing cases[11] argue this claim presented novel, difficult, and complex issues justifying a higher fee award. "Successful prosecution of the type of claims brought here, i.e. claims under Virginia Wage Payment Act ("VWPA"), Va. Code Sec. 40.1-29 et seq. require significant time and skill and can be an enormous burden for attorneys as to both time and resources and time away or not devoted to other legal matters." Land America 1031x Exch. Serv. v. Chandler, No. MDL, No. 2054,2012 U.S. Dist. LEXIS 159630 (D.S.C. Nov 7, 2012). Prosecution of actions under VWPA are generally complex. Further, Counsels' efforts and hours expended were impacted because VWPA was only recently amended in 2020, to provide for a private right of action, and had limited case law interpreting and applying these new provisions. Novelty was certainly an additional factor impacting total hours claimed by Counsel. Under this factor, the total hours are found to be generally reasonable and will be accepted.[12]

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[10] Respondents' reply brief to the fee petitions suggests the AAA Supplemental Rules for Class Arbitration should have been applied. Claimants' sur-reply brief points out " Respondents **never** raised an issue concerning the arbitrability of Claimants' collective action claims, nor requested a Clause Construction Award from the AAA or Arbitrator." Sur-reply brief, page 2. The demand, filed on January 4, 2022 was designated as a collective action. From the outset, Parties agreed AAA Rules for Employment Arbitration were to be applied to these proceedings. See Scheduling Order No. 1, issued March 24, 2022. No objection to this processing was raised. No request for a clause construction partial ruling was made. Respondents litigated these claims as a collective action for over 3 years. Suffice it to say, Respondents' Counsel must realize **if** this was an issue, it should have been raised at the earliest stage of these proceedings. This "issue" will receive no further consideration in this Final Award.

[11] Authorities cited include: Reynolds v. Fid. Invs. Institutional Operations Co., No. 1:18-CV-423, 2020 U.S. Dist. LEXIS 2718 (M.D.N.C. Jan. 7, 2020); Rum Creek Coal Sales, Inc. v. Caperton, 31 F.3d 169 (4th Cir. 1994); and Stocks v. Bowen, 717 F. Supp. 397 (E.D.N.C. 1989). Courts have recognized that wage and hour cases involve complex legal issues. Barrentine v. Ark.Best Freight Sys., 450 U.S. 728 (1981).

[12] Issues of joint employment and liability and multiple employment; along with legal issues concerning limitations in the underlying arbitration agreement, and enforceability; are also factors considered in reaching this conclusion.

As to the skill required to properly perform the legal services rendered--Generally, attorneys' fees may be increased because of particular skills and experience required to litigate a claim. Vincent v. Lucent Techs., Inc., No. 3:07-cv-00240, 2011 U.S. Dist. LEXIS 123780 (W.D.N.C. Oct. 25, 2011). Employment law has been found to be a dynamic area of law, requiring counsel to stay abreast of developments in both state and federal law. DeWitt v. Darlington City, 2013 U.S. Dist. LEXIS 172624 (D.S.C. Dec. 6. 2013). Claims in this matter rested on employment and wage and hour issues. Current knowledge of these laws was critical to the successful prosecution of this case. As detailed in the Tucci Declaration (No. 8) and Kaplan Declaration (No. 12) Claimants' Counsel have significant Virginia and national wage and hour experience, including collective and class actions. These Declarations provide sufficient evidence Counsel had skill, knowledge and expertise necessary to successfully prosecute this demand, supporting finding hours sought reasonable.

3. The Barber Factor re Claimants' Counsel's Opportunity Costs in Pursuing the Demand

Courts consider whether the contingent fee arrangement resulted in "opportunity costs or preclusion from other employment." Lewis v. J.P. Stevens & Co., 849 F.2d 605 (4th Cir. 1988) and Gilbert LLP v. Tire Eng'g & Distribution, LLC, 689 F. App'x 197, 201 (4th Cir. 2017). Claimants' Counsel prosecuted this action on a contingent basis, requiring a significant expenditure of time and resources, with no guarantee of recovery. The small size of Counsel's firm likely resulted in Counsel being unable to accept other paying work while engaged in this litigation. The opportunity of lost clients and work because of this arbitration should and will be recognized in awarding fees.

4. Amount in Controversy, including Value to Client and Result Obtained

Respondents argue Counsel's efforts should be discounted because Claimants were awarded "only" one-third of the amount demanded; failed to secure treble damages for a "knowing violation"; and did not secure civil penalties. It has been found that "[T]he ultimate value of the services that the client receives from her attorney is typically directly related to the result obtained." Kelley v. Little Charlie's Auto Sales, No. 4:04CV00083, 2006 WL 2456355 (W.D. Va. Aug. 22, 2006) and Couch v. Manassas Autocars, Inc., 77 Va. Cir. 30 (William County, 2008). However, success warranting award of attorneys' fees occurs when the moving party prevails "on any significant issue in litigation which achieves **some** of the benefit the parties sought in bringing the suit." Arvinger v. Mayor and City Council of Baltimore, 31 F.3d 196, 200 (4th Cir. 1994) (emphasis added). Claimants here clearly secured some of the benefits sought.

In fact, Claimants' Counsel obtained significant success on behalf of Claimants. In terms of recovery, Claimants were awarded a substantial amount ($1,682,768.18) for actual damages, liquidated damages, and prejudgment interest, representing over 200% of their actual damages. Also, in assessing the amount of fees to be awarded, the tribunal "cannot dismiss out of hand the costs of litigation inflicted on the prevailing party by the losing party's insistence on its losing argument, based solely on the dollar value of the claim." Hummel v. Hall, No. 6:11- CV-00012, 2012 WL 4458450 (W.D. Va. July 18, 2012). Proper scrutiny of the fees requested cannot rest solely on comparing amount claimed to the amount ultimately awarded. In any event, the amount awarded in relation to amount demanded here was significant.

5. Customary Fee for Similar Work

This element is the most important in determining the eventual amount of fees awarded. Analysis requires "adequate evidence of the prevailing rates in the relevant market." Plyler v. Evatt, 902 F.2d 273, 277 (4th Cir. 1990). Claimants suggest applying hourly rates set out in Vienna Metro LLC v. Pulte Home Corp., No. 1:10-cv-00502, 2011 U.S. Dist. LEXIS 158648 (E.D. Va. Aug. 24, 2011), hereafter, the Vienna matrix. Respondents argue the Vienna ruling was unpublished and not subsequently followed and the hourly rates should be those adopted by fellow Arbitrator R. Joseph Santillo in the arbitration Hakim

Hashimi v. Geneva Enterprises, LLL and AV Automotive LLL, AAA Case No. 01-22-0000-0613 (Hashimi).[13]

As to following the Hashimi ruling--while duly respecting that ruling[14] I am required to exercise independent discretion to scrutinize the petition before me. After careful scrutiny and applying sound discretion I conclude the Vienna matrix, supported by the Tucci and Kaplan Declarations, provides sufficient evidence supporting rates to apply for several reasons. Respondents' argument for applying the Hashimi rates and for rejecting use of the Vienna matrix are not convincing.

The Vienna matrix is appropriate to apply here. The community in which the Tribunal sits is the appropriate starting point for selecting the proper rates. Nat'l Wildlife Fed'n v. Hanson, 859 F.2d 313 (4th Cir. 1988) and United States ex rel. Probuild Co. v. Scarborough, No. 2:11cv451, 2012 U.S. Dist. LEXIS 62427 (E.D. Va. Apr. 11, 2012). That "community" in this proceeding is the Northern Virginia legal practice area (the area). Evidence supports finding rates in the Vienna matrix are similar to rates charged by attorneys with comparable skill, reputation, and experience charge clients for similar litigation in this area. See Tucci Declaration (No. 72-73) and Kaplan Declaration (No. 15-23).

Further, contrary to Respondents' assertion, the Vienna matrix has been adopted by both federal and state courts in Northern Virginia. RECP IV WG Land Inv'rs, LLC v. Capital One Bank (USA), N.A., 93 Va. Cir. 282, 321 (Cir. Ct. 2016). See also Haley v. FRC Balance LLC, No. 1:23cv666 (DJN), 2025 U.S. Dist. LEXIS 14305 (E.D. Va. Jan. 27, 2025) where the Court noted "… given that the Vienna Metro decision is nearly 14 years old, it more likely understates, rather than overstates, an appropriate hourly fee."

Contrary to Respondents' argument, Courts in the Northern Virginia market "consistently employ the Vienna Metro matrix" in determining the customary rates for attorneys. See Douglas v. Sentel Corp., No. 1:18-cv-1534-TSE-MSN, 2020 U.S. Dist. LEXIS 149928 (E.D. Va. Mar. 11, 2020); Janice Cho v. Joong Ang Daily News Wash., Inc., No. 1:18-cv-1062 (LMB/IDD), 2020 U.S. Dist. LEXIS 38055 (E.D. Va. Mar. 4, 2020); and Prudential Ins. Co. of Am. v. pru.com, No. 120CV00450TSEMSN, 2021 WL 6332355 (E.D. Va. Mar. 9, 2021).

Claimants' arguments for using the Vienna matrix are persuasive. The requested hourly rates fall within the range of reasonable rates for attorneys and support staff with their respective years of experience identified in the Vienna matrix. See Attachment No. 2 to this ruling. These rates and reasoning will be used in calculating fees requested in this petition and award.

Respondents next argue applying these standards requires denial or reduction of the petition for several reasons. They assert Counsel's time records are insufficient; heavily redacted; or contain block billed entries, making it impossible to assess the reasonableness of requested fees. Respondents point out that "(w)hen a court or arbitrator cannot understand the substance or gist of a line item due to redactions, or where it cannot conclude a particular block billed item is reasonable," a court may "cut them from its calculation of a total attorney fees award." Ebadom VA, LLC v. Lee, 105 Va. Cir. 21, 2020 WL 8831594 (Fairfax Co. Apr. 6, 2020). Respondents' arguments have some merit. The petition contains numerous redacted and block-billed entries warranting further evaluation.

As to redactions to time records:

Even if these redactions were made in good faith to preserve privilege, the redactions should not impede ability to evaluate the reasonableness of fees associated with such time entries. Courts considering

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[13] Final Award in Hashimi was affirmed by the Circuit Court for the City of Alexandria further appeal is pending.
[14] Respondents argue Arbitrator Santillo rejected application of the Vienna matrix. However, he clearly stated his decision not to use the Vienna Metro matrix "should not be interpreted as a per se rejection of its applicability…(R)ather, Respondents have simply successfully rebutted the presumptive application of the Vienna Metro matrix rates to this case." Hashimi Final Award at footnote 23.

redacted billing records have reduced or disallowed fees for redacted time-entries. RECP IV WG Land Investors, LLC v. Capital One Bank (USA), N.A., No. CL-2015-09182, 2016 WL 11762165 (Fairfax Co. Jul. 27, 2016). Here, extensively redacted entries impede adequate assessment of the fees claimed. Respondents urge reducing fees awarded by 2%, consistent with Kay Declaration as to redacted entries. (Kay Declaration, No. 120). Exercising appropriate discretion after scrutinizing this argument and entries, I conclude a reduction of 2% of fees for redacted entries is warranted.

As to block billed entries:

Virginia Courts find block billing – compiling multiple tasks into a single time entry rather than parsing the time spent on each task – inhibits the ability to assess the reasonableness of fees associated with those time entries. Tayyab v. Khan, 106 Va. Cir. 148, 2020 WL 10458183 (Loudoun Co. Oct. 19, 2020). Block billing that masks or impedes the ability to identify reasonableness of fees may be cut from calculation of a total attorney fees award. Ebadom, supra.

In this case, Counsel's block billing impeded identifying some of the fees requested to a reasonable degree of specificity. Respondents' expert concludes "[t]he total amount of block-billed time is over 26% of the total fees". Kay Declaration, No. 127. Respondents request total rejection of each of the block-billed entries or applying a reduction of not less than 10% to all claimed fees to account for the improper block billed time entries. I agree some reduction is warranted. Exercising appropriate discretion after scrutinizing this argument and block billed entries, I conclude a reduction of 2% is warranted.

D. Calculate the Amount Awarded

The amount of fees consistent with the above analysis will be adjusted as reflected in Attachment No. 3 incorporated herein as if fully set forth.

As the prevailing party, in addition to fees Claimants' Counsel are entitled to reimbursement of reasonable costs incurred in prosecuting this matter as mandated by VWPA. Claimants' Counsel seeks a total reimbursement of $69,567.23 in costs as to all Parts of this matter. Respondents have not objected to or filed information to dispute the amount claimed as costs. Therefore, costs will be awarded and apportioned on the same 70/15/15 per-cent basis applied to amounts awarded for each of the Three Parts of these rulings. This apportionment is consistent with general review of the hours and costs requested and experience of this Arbitrator in conduct of this arbitration.

CONCLUSION--FINAL AWARD --PART ONE, COLLECTIVE ACTION CLAIMS

Based on review and analysis of the submissions, briefs, declarations, exhibits, and applicable legal authorities, applying appropriate scrutiny and sound discretion, the following **FINAL AWARD** for **PART ONE, COLLECTIVE ACTION CLAIMS** is **ENTERED**.

1. Claimants' fee petition is **GRANTED AS ADJUSTED TO AWARD, t**he aggregate amount of **$1,115,597.79; $1,066,900.73** representing fees; and **$48,697.06** representing costs apportioned and representing 70% of total amounts awarded for all Three parts of this matter.[15]

[15] Pointing to Denton v. Browntown Valley Assoc.Inc., 294 Va. 76, 803 S.E. 2d 490 (2017) Counsel (Tucci) requests "fees on fees" be awarded including: $7,436.50 (for 13.9 hours related to his sur-reply brief; fees that may be incurred for confirming Awards; and fees for processing, anticipated appeals. Counsel added the $7,436.50 to the total requested in Claimants' sur-reply brief. See F.N. No. 6, above. I decline to grant this request because it is either premature; highly speculative; does not allow for opposition by Respondents; or potentially usurps judicial jurisdiction. The $7,436.59 is not included in calculating the total amount awarded.

2. The administrative fees of the American Arbitration Association and compensation of the Arbitrator shall be as set forth in the Introduction to these FINAL AWARDS.

3. This Award is in full settlement of all claims and counterclaims, and any claims not expressly addressed herein are denied.

Date June 12, 2025

Sandra S. Christianson

Sandra S. Christianson, Arbitrator

AMERICAN ARBITRATION ASSOCIATION
EMPLOYMENT ARBITRATION TRIBUNAL

In the Matter of Arbitration Between
Paul Blakeman, individually and

on behalf of himself and all other similarly situated,

Claimants

And

Gevena Enterprises, LLC and
AV Automotive LLC,

Respondents

CASE NUMBER 01-22-0000-1610

FINAL AWARD---PART TWO—RESPONDENTS' COUNTER-CLAIMS

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the personnel manual or employment agreement entered into by the above-named parties and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and Claimants being represented by Robert Tucci, Esq. of Zipin, Amster, & Goldberg LLC, and Respondents being represented by Matthew H. Sorenson, Esq, of Cameron/McEvoy PLCC, and having previously rendered the Partial Final Awards dated March 20, 2025, do hereby, AWARD, as follows:

PERTINENT PROCEDURAL POSTURE

1. This demand for arbitration (demand) was filed with the American Arbitration Association (AAA) by Paul Blakeman (Blakeman) on behalf of himself and similarly situated workers.[1] The demand named Geneva Enterprises LLC (Geneva) and AV Automotive LLC (AVA) as Respondents (Respondent or Respondents).
2. The demand was designated as a collective action (Part One) against Respondents; Respondents filed Counter-claims (Part Two); and Blakeman and Joseph Dean Pelton (Pelton) filed Individual Claims (Part Three).[2]
3. Three separate Partial Final Awards (PFA) were issued for each Part on March 20, 2025. and allowed the prevailing Party to file a request (petition) to recoup attorneys' fees (fees) and costs.
4. On April 9, 2025, Claimants filed a request for corrections (request) under AAA Rule 40 suggesting certain corrections be made to the PFAs.
    a. Respondents filed a reply to the request on April 20, 2025.
    b. A Disposition Order dated May 5, 2025 Granted the request.
    c. The Disposition Order as attached to the PFAs is considered an addendum to those PFAs.

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[1] Claimants originally filed an action in the Circuit Court for the City of Alexandria in October, 2021. On December 22, 2021, an Order was entered Granting Respondents' Motion to compel arbitration; staying proceedings pending completion of arbitration; and ordered the Parties to "resolve this dispute before the American Arbitration Association, consistent with the agreed upon Agreement to Arbitrate".

[2] In accordance with prior Orders and agreement of the Parties this matter was divided into Three Parts; Part One, collective action claims; Part Two, Respondents' Counter-claims; and Part Three, Individual Claims.

5. Each PFA allowed the prevailing Party to present a petition for attorneys' fees and costs (petition) in accordance with Scheduling Order No. 17, issued January 3, 2025.
   a. Respondents' Counter-claims asserted five causes of action: four pertaining to Blakeman's alleged theft and use of Respondents' confidential customer information (Counts 1, 3, 4 and 5) and Count 2 alleging Blakeman defrauded one of Respondents' customers.
   b. The PFA issued in this Part DENIED each of these counter-claims, with prejudice.
   c. Claimants were designated the prevailing Party in the PFA to this Part Two.
6. Subsequently, Parties requested changes to deadlines and manner of handling of fee petitions.
   a. Amended Scheduling Order No. 17, issued February 12, 2025, allowed consideration of fee petitions without in-person expert testimony.
   b. On April 10, 2025, Claimants' Lead Counsel, Robert Tucci (Counsel, Claimants, or Tucci),[3] filed petition(s) for fees and costs related to each PFA; Respondents replied to the fee petitions on April 30, 2025; and Claimants filed a consolidated sur-reply (fee petition filings).
   c. Fee petition filings were accompanied by Declarations supporting or opposing the petition.[4]

DISCUSSION OF ISSUES/ARGUMENTS

In accordance with the above pertinent procedural entries, fee petition filings are complete and this matter is before me for **FINAL AWARD**. As with each PFA and in accordance with prior Orders and agreement of the Parties, the **Final Award** issued here with respect to **Part Two—Respondents' Counter-claims** will be issued without the Introduction being attached to each Part but considered as if fully set forth.

Claimants' Counsel's petition seeks award of fees and costs, arguing as follows:

1. They prevailed in defending against Respondents' counterclaims.
2. The counter-claims, having been found to have been filed in "bad faith", entitles them by statute to recoup fees and costs associated with this defense.
3. Fees and costs are reasonable, consistent with applicable laws, and rulings.

Respondents argue for total rejection of the petition or reduction of total fees as follows:

1. Section 8.01-271.1, Virginia Code limits recovery of fees awarded as a sanction to amounts incurred because of the pleading, motion or other paper found to be sanctionable.
2. Claimants failed to carry their burden of proving reasonableness of attorneys' fees sought.
3. Counsel's time records contain numerous block-billed; inadequately detailed, and overly redacted entries, rendering it impossible to assess which entries are authorized by statute or reasonableness of hours expended on a particular task, requiring reduction of fees in line with the Kay Declaration.

All fee petition filings are complete and the matter is ready for review and ruling beginning with analyzing the following:

A. Identify the "prevailing party" and law that allows or requires recovery of fees and costs
B. Identify factors to consider in determining if hours and rates are reasonable
C. Determine if the fee petition supports granting the petition, applying these factors

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[3] The Tucci Declaration indicates Blakeman initially retained The Spiggle Law Firm PLLC and later retained Zipin, Amster, & Greenberg LLC after lead counsel Attorney Tucci moved his practice there.

[4] The fee petition seeks a net total of attorneys' fees and costs of $69,567.23 for all three Parts of $1,657,217.12. Tucci's Declaration suggests this total fees should be apportioned between the three parts of this proceeding with Part One, Collective action claims accounting for 70% of Counsel's time, 15% associated with Part Two, Respondents' Counter-claims; and 15% to Part Three, Individual Claims. Apportionment will be discussed further and decided in individual Orders for each Part.

D. Calculate the amount awarded, making appropriate deductions or exclusions in hours and then multiplying the allotted hours by the rate(s) determined to be reasonable

A. Identify the Prevailing Party and Applicable Law

As with Part One of these Final Awards. analysis begins with identifying the "prevailing party". In the PFA for Part Two, each of Respondents' Counter-claims were Denied, with prejudice. Having successfully defended against these counter-claims, Claimants are clearly the "prevailing party".

Next, it must be determined if there is a basis for shifting fees and costs for this successful defense and to award fees and costs to Claimants' Counsel. Counsel argues PFA's finding the counter-claims were filed in "bad faith" warrants granting the petition, citing Va. Code 8.01-271.1. Respondents argue there is no basis for such a shift or award. Claimants' Counsel is correct. Statutory authority exists supporting the shift and award.

Applicable Virginia law requires the party seeking to recover attorneys' fees to prove fees are authorized by statute. Here, Va. Code at 8.01-271.1 forms the basis for attorneys' fees sought on Count 5 of the Counter-claims. This provision, at 8.01-271.1(D) provides if a party signs or files a pleading that is not well grounded in fact or existing law (or a good faith basis for the modification thereof), a court may award fees to the prevailing party. The Virginia Supreme Court, interpreting Section 8.01-271 states fees may be awarded for amounts "incurred *because* of the pleading, motion or other paper" found to be sanctionable". EE Mart F.C., LLC v. Delyon, 289 Va. 282, 286 (2015). The fees requested generally related to pleadings of the counter-claims and were found to fall within the sanctionable parameters of Va. Code 8.01-271.1(D). Fees are recoverable on that basis alone.

In addition, Respondents' counter-claims invoked Virginia's Uniform Trade Secrets Act (VUTSA) Va. Code 59.1-338.1. VUTSA provides that "[i]f the court determines (i) a claim of misappropriation is made in bad faith …the court may award reasonable attorneys' fees to the prevailing party." The necessary findings under this provision were made in PFA, Part Two, providing statutory support for the petition and award of fees.

B. General Process/Factors to Consider

Claimants must establish fees charged and requested are reasonable. Chawla v. BurgerBusters, Inc., 255 Va. 616, 623 (1998). The amount of a reasonable fee must be determined "under the facts and circumstances of the particular case." Mullins v. Richland Nat. Bank, 241 Va. 447 (1881). Virginia courts consider the following factors when determining whether fees sought are reasonable:

1. the time and effort expended by the attorney
2. the nature of the services rendered
3. the complexity of the services
4. the value of the services to the client
5. the results obtained
6. whether the fees incurred were consistent with those generally charged for similar services
7. whether the services were necessary and appropriate

These factors are applied when assessing the reasonableness of fees sought pursuant to a Virginia statute. Lambert v. Sea Oats Condo. Ass'n, 293 Va. 245, 254 (2017). The reasonableness of the hours requested was primarily addressed in the Final Award for Part One. That ruling discussed the rate to be applied and adopted the Vienna matrix[5] The same reasoning and ruling will be adopted to calculate fees for this Part. Similar reductions in the hours requested as were granted in Part One are warranted and will be

[5] Vienna Metro LLC v. Pulte Home Corp., No. 1:10-cv-00502, 2011 U.S. Dist. LEXIS 158648 (E.D. Va. Aug. 24, 2011) and Attachment No. 2 to the Final Award for Part One.

recognized in this Part. Attachment No. 1 lists reductions and Attachment No. 3 summarizes apportionment of amounts awarded for this and each other Part of these Final Awards.

C. Apply Factors to Determine Reasonableness of Fees

Notably, the Final Award for Part One discussed and applied these standards generally. In this Part, however, it is particularly pertinent to focus on some other items, such as value to the Client and the result obtained. Respondents' counter-claims sought millions of dollars in damages. If successful, Claimants would face serious economic impact. Counsel succeeded in defending against this result and should be fairly compensated for those efforts.

Nevertheless, Respondents argue applying these standards requires denial or reduction of the petition for several reasons. They assert Counsel's time records are insufficient; heavily redacted; or contain block billed entries, making it impossible to assess the reasonableness of requested fees. Respondents point out that "(w)hen a court or arbitrator cannot understand the substance or gist of a line item due to redactions, or where it cannot conclude a particular block billed item is reasonable," a court may "cut them from its calculation of a total attorney fees award." Ebadom VA, LLC v. Lee, 105 Va. Cir. 21, 2020 WL 8831594 (Fairfax Co. Apr. 6, 2020). Respondents' arguments have some merit. The petition contains numerous redacted and block-billed entries warranting further evaluation.

As to redactions to time records:

Even if these redactions were made in good faith to preserve privilege the redactions should not impede ability to evaluate the reasonableness of fees associated with such time entries. Courts considering redacted billing records have reduced or disallowed fees for redacted time-entries. RECP IV WG Land Investors, LLC v. Capital One Bank (USA), N.A., No. CL-2015-09182, 2016 WL 11762165 (Fairfax Co. Jul. 27, 2016). Here, extensively redacted entries impede adequate assessment of fees claimed. Respondents urge reducing fees by 2%, consistent with the Declaration of their expert (Douglas R. Kay) as to these entries. Kay Declaration, No. 120. Exercising appropriate discretion after scrutinizing redacted, questioned entries, I conclude a reduction of 2% of fees is warranted.

As to block billed entries:

Virginia Courts find block billing – compiling multiple tasks into a single time entry rather than parsing the time spent on each task – inhibits the ability to assess the reasonableness of fees associated with those time entries. Tayyab v. Khan, 106 Va. Cir. 148, 2020 WL 10458183 (Loudoun Co. Oct. 19, 2020). Block billing that masks or impedes the ability to identify reasonableness of fees may be cut from calculation of a total attorney fees award. Ebadom, supra.

In this case, Counsel's block billing makes it difficult to identify fees requested to a reasonable degree of specificity. Respondents' expert concludes "[t]he total amount of block-billed time is over 26% of the total fees". Kay Declaration, No. 127. Respondents request total rejection of each of the block-billed entries or applying a reduction of not less than 10% to all claimed fees to account for the improper block billed time entries. Exercising appropriate discretion after scrutinizing this argument and block-billed entries, I conclude a reduction of 2% of fees is appropriate.

D. Calculate the Amount Awarded

Consistent with the above analysis the amount of fees awarded is calculated in Attachment No.3 incorporated here as if fully set forth and apportioned using the 70/15/15 percent basis applied to amounts awarded in each Part of these rulings.[6]

[6] Pointing to Denton v. Browntown Valley Assoc.Inc., 294 Va. 76, 803 S.E. 2d 490 (2017) Counsel (Tucci) requests "fees on fees" be awarded including: $7,436.50 (for 13.9 hours related to his sur-reply brief; fees that may be

In addition, costs are likewise awarded and apportioned using the 70/15/15 percent basis applied to amounts awarded in each Part of these rulings.

CONCLUSION--FINAL AWARD--PART TWO—RESPONDENTS' COUNTER-CLAIMS

Based on analysis of the submissions, briefs, declarations and exhibits, applicable legal authorities, applying the appropriate scrutiny and sound discretion, the following **FINAL AWARD FOR PART TWO**, Respondents Counter-claims is **ENTERED**.

1. **CLAIMANTS' PETITION IS GRANTED AS ADJUSTED TO AWARD** the aggregate amount of **$239,056.66; $228,621.58 representing fees; and $10,435.08** representing costs apportioned and representing 15% of total amounts awarded for all Three Parts of this matter.

2. The administrative fees of the American Arbitration Association and compensation of the Arbitrator shall be as set forth in the Introduction to these FINAL AWARDS.

3. This Award is in full settlement of all claims and counterclaims, and any claims not expressly addressed herein are denied.

Date June 12, 2025 Sandra S. Christianson

Sandra S. Christianson, Arbitrator

incurred for confirming Awards; and fees for processing, anticipated appeals). Counsel added the $7,436.50 to the total requested in Claimants' sur-reply brief. See F.N. No. 6, above. I decline to grant this request because it is either premature; highly speculative; does not allow for opposition by Respondents; or potentially usurps judicial jurisdiction. The $7,436.50 is not included in calculating the total amount awarded.

AMERICAN ARBITRATION ASSOCIATION
EMPLOYMENT ARBITRATION TRIBUNAL

In the Matter of Arbitration Between
Paul Blakeman, individually and
on behalf of himself and all other similarly situated,

Claimants

And

Gevena Enterprises, LLC and
AV Automotive LLC,

Respondents

CASE NUMBER 01-22-0000-1610

FINAL AWARD---PART THREE—INDIVIDUAL CLAIMS

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the personnel manual or employment agreement entered into by the above-named parties and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and Claimants being represented by Robert Tucci, Esq. of Zipin, Amster, & Goldberg LLC, and Respondents being represented by Matthew H. Sorenson, Esq, of Cameron/McEvoy PLCC, and having previously rendered the Partial Final Awards dated March 20, 2025, do hereby, AWARD, as follows:

PERTINENT PROCEDURAL POSTURE

1. This demand for arbitration (demand) was filed with the American Arbitration Association (AAA) by Paul Blakeman (Blakeman) on behalf of himself and similarly situated workers.[1] The demand named Geneva Enterprises LLC (Geneva) and AV Automotive LLC (AVA) as Respondents (Respondnet or Respondents).
2. The demand was designated as a collective action (Part One) against Respondents; Respondents filed Counter-claims (Part Two); and Blakeman and Joseph Dean Pelton (Pelton) filed Individual Claims (Part Three).[2]
3. Individual claims and the fee petition in this Part are associated with Respondents' firing of Blakeman and Pelton on August 27, 2020; arguing the firings were in retaliation for exercise of legal rights; sought recovery of lost wages; economic; liquidated, compensatory, and punitive damages, along with attorneys' fees and costs under Virginia's Whistleblower Protection Law (VWPL); Virginia public policy; and Virginia Wage Payment Act (VWPA).
4. Three separate Partial Final Awards (PFA) were issued for each Part on March 20, 2025, and allowed the prevailing Party to file a request (petition) to recoup attorneys' fees (fees) and costs.

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[1] Claimants originally filed an action in the Circuit Court for the City of Alexandria in October, 2021. On December 22, 2021, an Order was entered Granting Respondents' Motion to compel arbitration; staying proceedings pending completion of arbitration; and ordered the Parties to "resolve this dispute before the American Arbitration Association, consistent with the agreed upon Agreement to Arbitrate".

[2] In accordance with prior Orders and agreement of the Parties this matter was divided into Three Parts; Part One, collective action claims; Part Two, Respondents' Counter-claims; and Part Three, Individual Claims.

5. The PFA in Part Three awarded Blakeman and Pelton lost wages; liquidated damages; pre-judgement interest; and attorneys' fees and costs (subject to petition) but not compensatory damages.
6. On April 9, 2025, Claimants filed a request for corrections (request) under AAA Rule 40 suggesting certain corrections be made to the PFAs.
    a. Respondents filed a reply to the request on April 20, 2025.
    b. A Disposition Order dated May 5, 2025, granted the request.
    c. The Disposition Order as attached to the PFAs is considered an addendum to those PFAs.
7. Scheduling Order No. 17 issued January 3, 2025, set deadlines for filing fee petitions; briefs supporting or opposing; and the manner for providing expert reports on fees.
8. Subsequently, Parties requested changes to deadlines and manner of handling of fee petitions.
    a. Amended Scheduling Order No. 17, issued February 12, 2025, allowed consideration of fee petitions without in-person expert testimony.
    b. On April 10, 2025 Claimants' Lead Counsel, Robert Tucci (Counsel, Claimants, or Tucci)[3] filed petition(s) for fees and costs related to each PFA; Respondents replied to the fee petitions on April 30, 2025; and Claimants filed a consolidated sur-reply (fee petition filings).
    c. Declarations supporting or opposing the petitions accompanied fee petition filings.[4]

DISCUSSION OF ISSUES/ARGUMENTS

In accordance with the above pertinent procedural entries, fee petition filings are complete and this matter is before me for **FINAL AWARD**. As with each PFA and in accordance with prior Orders and agreement of the Parties, the **Final Award** issued here with respect to **Part Three—Individual Claims** will be issued without the Introduction being attached to each Part but considered as if fully set forth.

Claimants' Counsel's petition seeks award of fees and costs in this Part, arguing:

1. They prevailed in securing some, even if not all, of the relief requested;
2. Applicable law supports awarding fees and cost against Respondents; and
3. Fees and costs requested are reasonable, consistent with applicable standards, and rulings.

Respondents argue for total rejection of the petition or reduction of total fees as follows:

1. Claimants did not succeed in securing all types of relief or damages demanded;
2. Applicable law does not support recovery of fees and costs;
3. Claimants failed to carry their burden of proving reasonableness of attorneys' fees sought; and
4. Counsel's time records contain numerous block-billed, inadequately detailed, and overly redacted entries, rendering it impossible to assess which entries are authorized by statute or reasonableness of hours expended on a particular task requiring reduction of fees.

All fee petition filings are complete and this matter is ready for ruling beginning with analyzing the following:

A. Identify the "prevailing party," and the law that allows or requires recovery of fees and costs
B. Identify factors to consider in determining if hours and rates are reasonable
C. Determine if the fee petition supports granting the petition applying these factors

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[3] The Tucci Declaration indicates Blakeman initially retained The Spiggle Law Firm PLLC and later retained Zipin, Amster, & Greenberg LLC after lead counsel Attorney Tucci moved his practice there.

[4] The fee petition seeks a net total of attorneys' fees and costs of $69,567.23 for all three Parts, totaling $1,657,217.12. Counsel's sur-reply brief expanded this total to $1,664,653.62 by including $7,436.50 for work on the sur-reply. See F.N. No. 7 for ruling on this request. In addition, Tucci's Declaration suggests apportioning amounts between the three parts on a 70/15/15 basis. Apportionment will be discussed further and decided in individual Orders for each Part.

D. Calculate the amount awarded, making appropriate deductions or exclusions in hours and then multiply the allotted hours by the rate(s) determined to be reasonable

A. Identify the Prevailing Party and Applicable Law

As with other Parts of these Final Awards, analysis begins with identifying the "prevailing party". In Part Three Blakeman and Pelton filed individual claims and seek recovery of fees as the "prevailing party" under several statutes.[5]

To identify the "prevailing party," the Supreme Court has adopted a straightforward approach where statutory claims such as VWPA or VWPL are involved. "Plaintiffs may be considered 'prevailing parties' for attorney's fees purposes if they succeed on any significant issue in litigation which achieves some of the benefit the parties sought in bringing suit.'" Hensley v. Eckerhart, 461 U.S. 424, 433 (1983), quoting Nadeau v. Helgemoe, 581 F.2d 275, 278–79 (1st Cir. 1978).

Respondents argue Claimants are not entitled to fees because they failed to secure compensatory damages. Courts allow recovery of fees where Claimants, as here, secure some of the relief sought. Hensley, supra. Claimants succeeded in securing substantial awards.[6] Even though their awards did not include compensatory damages Blakeman and Pelton clearly secured some of the relief sought and qualify as the "prevailing party". Respondents' argument on this basis does not defeat the petition.

As to applicable law, Claimants rely on one or more statutory fee shifting provisions. In Part Three Claimants primarily rely on Virginia Whistleblower Protection Law (VWPL) Va. Code 40.1-27.3, et. seq. and Virginia Wage Payment Act (VWPA) Va. Code § 40.1-33.2 (B). Findings in the PFA on Part Three identified violations of VWPL and VWPA. Those Findings and conclusions will not be repeated here, but are incorporated by reference to support awarding fees under these statutes. Claimants have identified a statutory basis for shifting fees and costs for succeeding in their individual claims. These statutes provide the necessary support for the petition and award of fees.

B. General Process/Factors to Consider

This question was most fully discussed in Part One, collective action claims, but some portions will be repeated here for ease of reference.

First and foremost, Claimants must establish fees charged and requested are reasonable. Chawla v. BurgerBusters, Inc., 255 Va. 616, 623 (1998). The amount of a reasonable fee must be determined "under the facts and circumstances of the particular case." Mullins v. Richlands Nt'l Bank, 241 Va. 447 at 449. Virginia courts consider the following factors when determining whether fees sought are reasonable:

1. the time and effort expended by the attorney
2. the nature of the services rendered
3. the complexity of the services
4. the value of the services to the client
5. the results obtained
6. whether the fees incurred were consistent with those generally charged for similar services
7. whether the services were necessary and appropriate

[5] Individual claims relate to Respondents firing of Blakeman and Pelton on August 27, 2020. They argued the firings were in retaliation for their exercise of legal rights and sought recovery of lost wages; economic; liquidated, compensatory, and punitive damages, along with attorneys' fees and costs. These claims were brought under provisions of VWPL; Virginia public policy; and VWPA.

[6] Blakeman was awarded a total of $1,837,861.28 and Pelton was awarded a total of $78,941.12.

These factors are applied when assessing the reasonableness of fees sought pursuant to a Virginia statute. Lambert v. Sea Oats Condo. Ass'n, 293 Va. 245, 254 (2017). The reasonableness of the hours requested was primarily addressed in the Final Award for Part One. That ruling discussed the rates to be applied and adopted the Vienna Metro matrix. See Vienna Metro LLC v. Pulte Home Corp., 2011 U.S. Dist. LEXIS 158648 (E.D. Va. Aug. 24, 2011) and Attachment No. 2 to these Awards. The same reasoning and ruling will be adopted to calculate fees for this Part. Similar reductions in the hours requested as were granted in Part One are warranted and will be recognized in this Part. Attachment No. 1 lists reductions and apportions amounts awarded for this and each other Part of these Final Awards.

C. Apply Factors to Determine If Fees Are Reasonable

Notably, as in the Final Award for Part One, this Part requires added focus on the factor of the value to the Client and the result obtained. Claimants secured substantial damages. Counsel succeeded in securing these awards and should be fairly compensated for their efforts. Proper scrutiny and discretion, however, must still be applied to identify the reasonableness of fees requested and awarded.

Respondents argue applying these standards requires denial or reduction of the petition for several reasons. Generally, as before, they assert Counsel's time records are insufficient; heavily redacted; or contain block billed entries making it impossible to assess the reasonableness of requested fees. Respondents point out that "(w)hen a court or arbitrator cannot understand the substance or gist of a line item due to redactions, or where it cannot conclude a particular block billed item is reasonable," a court may "cut them from its calculation of a total attorney fees award." Ebadom VA, LLC v. Lee, 105 Va. Cir. 21, 2020 WL 8831594 (Fairfax Co. Apr. 6, 2020). Respondents' arguments have some merit. The petition contains numerous redacted and block-billed entries warranting further evaluation.

As to redactions to time records:

Even assuming these redactions were made in good faith to preserve attorney-client or work product privilege the redactions should not impede the ability to evaluate the reasonableness of fees associated with such entries. Courts considering highly redacted billing records have reduced or disallowed fees for redacted time entries. RECP IV WG Land Investors, LLC v. Capital One Bank (USA), N.A., No. CL-2015-09182, 2016 WL 11762165 (Fairfax Co. Jul. 27, 2016). Here, extensively redacted entries do not allow for an adequate assessment of the fees claimed. As to these redacted entries. Respondents urge reducing fees awarded by 2%, consistent with the Declaration of their expert, Douglas R. Kay (Kay Declaration, No.120). Exercising appropriate discretion after scrutinizing questioned entries, I conclude a reduction of 2% of fees is warranted.

As to block billed entries:

Virginia Courts find block billing – compiling multiple tasks into a single entry rather than parsing the time spent on each task – inhibits the ability to assess the reasonableness of fees associated with those time entries. Tayyab v. Khan, 106 Va. Cir. 148, 2020 WL 10458183 (Loudoun Co. Oct. 19, 2020). Block billing that masks or impedes the ability to identify reasonableness of fees may be cut from calculation of a total attorney fees award. Ebadom, supra.

In this case, Counsel's block billing makes it difficult to identify fees requested to a reasonable degree of specificity. Respondents' expert concludes "[t]he total amount of block-billed time is over 26% of the total fees". Kay Declaration, No. 127. Respondents request total rejection of each of the block-billed entries or applying a reduction of not less than 10% to all claimed fees to account for the improper block billed time entries. I agree some reduction is warranted. Exercising appropriate discretion after scrutinizing this argument and block-billed entries, I conclude a reduction of 2% of fees is warranted.

Calculations and reductions for this Part for redactions and block billing are consistent with rulings in other Parts as reflected in Attachments No. 1, which is incorporated here as if fully set forth.

D. Calculate the Amounts Awarded

Consistent with the above analysis, the amount of fees awarded is calculated in Attachment No. 3 incorporated here as if fully set forth and apportioned using the 70/15/15 percent basis applied to amounts awarded in each Part of these rulings.[7]

In addition, costs[8] are likewise awarded and apportioned using the 70/15/15 percent basis applied to amounts awarded in each Part of these rulings.

CONCLUSION--FINAL AWARD--PART THREE—INDIVIDUAL CLAIMS

Based on analysis of the submissions, briefs, declarations and exhibits, applicable legal authorities, applying the appropriate scrutiny and sound discretion, the following **FINAL AWARD FOR PART THREE, INDIVIDUAL CLAIMS** is **ENTERED**:

1. **CLAIMANTS' PETITION IS GRANTED AS ADJUSTED TO AWARD** the aggregate amount of **$239,056.66; $228,621.58** representing fees**;** and **$10,435.08** representing costs apportioned and representing 15% of total amounts awarded for all Three Parts of this matter.

2. The administrative fees of the American Arbitration Association and compensation of the Arbitrator shall be as set forth in the Introduction to these FINAL AWARDS.

3. This Award is in full settlement of all claims and counterclaims, and any claims not expressly addressed herein are denied.

Date June 12, 2025

Sandra S. Christianson

Sandra S. Christianson, Arbitrator

[7] Pointing to Denton v. Browntown Valley Assoc.Inc., 294 Va. 76, 803 S.E. 2d 490 (2017) Counsel (Tucci) requests "fees on fees" be awarded including: $7,436.50 (for 13.9 hours related to his sur-reply brief; fees that may be incurred for confirming Awards; and fees for processing, anticipated appeals. Counsel added the $7,436.50 to the total requested in Claimants' sur-reply brief. See F.N. No. 6, above. I decline to grant this request because it is either premature; highly speculative; does not allow for opposition by Respondents; or potentially usurps judicial jurisdiction. The $7,436.59 is not included in calculating the total amount awarded.

[8] As noted in other Parts, Respondents made no objection to and presented no evidence to challenge costs sought.