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**FILED**  
 Superior Court of California  
 County of San Francisco

OCT 22 2024

CLERK OF THE SUPERIOR COURT  
 By Victor La Pompa Deputy

9 Attorneys for Plaintiff  
 10 PEOPLE OF THE STATE OF CALIFORNIA

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 12 COUNTY OF SAN FRANCISCO  
 13 UNLIMITED JURISDICTION

14 The PEOPLE OF THE STATE OF  
 15 CALIFORNIA, acting by and through San  
 Francisco City Attorney DAVID CHIU,

Case No. CGC-23-605044

16 Plaintiffs,

**[PROPOSED] STIPULATED FINAL  
 JUDGMENT AND INJUNCTION**

17 vs.

Date Action Filed: March 8, 2023  
 Trial Date: None set  
 Department: 610

18 BRADY CORPORATION, a Wisconsin  
 19 Corporation; and AIO ACQUISITION, INC., a  
 Delaware Corporation, d/b/a Personnel  
 20 Concepts and Labor Law Posters Online,

21 Defendants.

1 The People of the State of California, by and through San Francisco City Attorney David Chiu  
2 and Defendant AIO Acquisition Inc. (d/b/a Personnel Concepts and Labor Law Posters Online), a  
3 Delaware Corporation, by and through the undersigned counsel, having stipulated to entry of this  
4 Stipulated Final Judgment and Injunction (“Final Judgment”) without the taking of proof and without  
5 this Final Judgment constituting evidence of, or an admission by any party regarding, any issue of law  
6 or fact alleged in the Complaint and the First Amended Complaint; all parties having waived the right  
7 to appeal; and the Court having considered the pleadings and good cause appearing:

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

9 **I. DEFINITIONS**

10 The following terms in this Final Judgment shall have these meanings:

- 11 1. ACTION refers to the civil action entitled *People of the State of California v. Brady*  
12 *Corp., et al.*, San Francisco Super. Ct. No. CGC-23-605044.
- 13 2. PARTIES refers to the PLAINTIFF and DEFENDANT in the ACTION collectively.
- 14 3. PLAINTIFF refers to the People of the State of California by and through San  
15 Francisco City Attorney David Chiu.
- 16 4. DEFENDANT refers to AIO ACQUISITION, INC. (“AIO”). AIO includes AIO’s  
17 subsidiaries and predecessors and successors in interest. For purposes of effectuating the injunctive  
18 relief set forth in this Final Judgment, DEFENDANT also refers to anyone authorized to act on AIO’s  
19 behalf, including but not limited to AIO’s principals, parents, owners, subsidiaries, officers, assigns,  
20 representatives, agents, employees, and accountants.
- 21 5. MAIL SOLICITATION refers to a writing sent via mail to prospective customers in  
22 California with the purpose of advertising DEFENDANT’S products and services or soliciting the  
23 purchase of DEFENDANT’S products and services.
- 24 6. TELEMARKETING refers to an oral communication by telephone to any individual or  
25 entity in California with the purpose of advertising DEFENDANT’S products and services or  
26 soliciting the purchase of DEFENDANT’S products and services.
- 27 7. POSTER CUSTOMER refers to an individual or entity located in California who  
28 received a MAIL SOLICITATION sent between March 8, 2019 and April 6, 2023, and who

1 subsequently purchased any of DEFENDANT'S labor law poster products, including but not limited  
2 to the All-On-One Labor Poster, during the RELEVANT PERIOD. POSTER CUSTOMER excludes  
3 a customer who meets the definition of SUBSCRIPTION CUSTOMER.

4 8. SUBSCRIPTION CUSTOMER refers to an individual or entity in California who,  
5 during the RELEVANT PERIOD, purchased DEFENDANT'S Silver poster subscription and received  
6 any TELEMARKETING.

7 9. EFFECTIVE DATE is the date this Final Judgment has been signed by the Court.

8 10. RELEVANT PERIOD is from March 8, 2019 through August 7, 2023.

9 11. MONITORING PERIOD is the two-year period beginning from the EFFECTIVE  
10 DATE.

11 12. JUDGMENT AMOUNT refers to the monetary relief of \$1,000,000, which includes  
12 the RESTITUTION AMOUNT and the CIVIL PENALTY AMOUNT. Except as provided in this  
13 Final Judgment, the JUDGMENT AMOUNT is the maximum amount that DEFENDANT is obligated  
14 to pay under this Final Judgment to resolve the claims in the ACTION for the RELEVANT PERIOD.  
15 Under no circumstances shall the monetary relief exceed \$1,000,000.

16 a. RESTITUTION AMOUNT refers to \$816,374.14 in restitution for monies owed to  
17 Eligible Customers, as set forth below.

18 b. CIVIL PENALTY AMOUNT refers to the assessment of \$183,625.86 in civil  
19 penalties.

20 13. CLAIMS ADMINISTRATOR refers to an independent claims administrator to be  
21 chosen and retained by AIO.

## 21 **II. OVERVIEW AND BACKGROUND**

22 14. On March 8, 2023, PLAINTIFF filed this ACTION.

23 15. PLAINTIFF alleges DEFENDANT engaged in unlawful and/or unfair business acts  
24 and practices in violation of the Business and Professions Code and the Civil Code by sending  
25 deceptive MAIL SOLICITATIONS and engaging in deceptive TELEMARKETING calls to business  
26 owners that among other things, falsely conveyed DEFENDANT'S association with or connection  
27 with the government, that business owners were not in compliance with the law, that DEFENDANT'S  
28

1 products and services were required by the government, and that failure to purchase DEFENDANT'S  
2 products and services would lead to government fines.

3 16. PLAINTIFF further alleges that by engaging in such practices, DEFENDANT  
4 maintained an unfair competitive advantage over its competitors in violation of Business and  
5 Professions Code section 17200.

6 17. On August 7, 2023, PLAINTIFF approved DEFENDANT'S use of a revised MAIL  
7 SOLICITATION.

8 18. DEFENDANT denies all allegations raised in the ACTION, and denies that it has done  
9 anything deceptive or unlawful.

10 19. Notwithstanding such denial, the PARTIES enter this Final Judgment to fully and  
11 finally resolve the claims in the ACTION for the time periods specified herein in order to avoid any  
12 further expense, delay, and uncertainty of further litigation of the ACTION against DEFENDANT.

13 20. PLAINTIFF believes that the resolution of the violations alleged in the ACTION is fair  
14 and reasonable and fulfills PLAINTIFF'S enforcement objectives, that no further action is warranted  
15 concerning the specific violations alleged in the ACTION except as provided pursuant to this Final  
16 Judgment, and that the Final Judgment is in the best interests of the general public.

17 **III. PARTIES AND JURISDICTION**

18 21. This ACTION is brought by the People of the State of California in the public interest  
19 under the laws of the State of California.

20 22. The City Attorney of San Francisco has the authority, and has exercised that authority,  
21 under the laws of the State of California to maintain this ACTION in the name of the People of the  
22 State of California concerning the conduct alleged in the ACTION.

23 23. All obligations imposed upon DEFENDANT by the terms of this Final Judgment are  
24 ordered pursuant to Business and Professions Code sections 17203, 17206, 17535, and 17536 and  
25 Civil Code section 1716(h). This Final Judgment shall be enforceable as a civil judgment under  
26 California Code of Civil Procedure section 680.010 *et seq.*

27 24. This Court has jurisdiction over the allegations and subject matter of the ACTION, and  
28 the PARTIES to this ACTION; venue is proper in this County; and this Court has jurisdiction to enter

1 this Final Judgment.

2 25. The Court finds that in entering into the stipulations herein, the PARTIES have acted in  
3 good faith, and the Court finds the Final Judgment to be, in all respects, just, reasonable, equitable,  
4 and adequate.

5 **IV. INJUNCTIVE RELIEF**

6 26. DEFENDANT is enjoined and restrained from violating California law regarding  
7 fraudulent business practices (Bus. & Prof. Code, § 17200) and deceptive and misleading advertising  
8 or solicitations (Bus. & Prof. Code, § 17533.6; Civ. Code, § 1716).

9 27. DEFENDANT agrees to provide PLAINTIFF with thirty days' notice before making  
10 any changes to its MAIL SOLICITATION during the MONITORING PERIOD. PLAINTIFF shall  
11 approve or reject the proposed changes within fifteen business days of receiving notice of the  
12 proposed changes. PLAINTIFF'S approval shall not be unreasonably withheld. PLAINTIFF'S failure  
13 to respond within the time provided for in this paragraph shall constitute approval of the proposed  
14 changes.

15 28. DEFENDANT shall conform its TELEMARKETING practices to the guidelines set  
16 forth in **Exhibit A**, and shall make all required disclosures to any individual or entity who receives  
17 TELEMARKETING during the MONITORING PERIOD. Within 30 days of the EFFECTIVE DATE,  
18 DEFENDANT shall provide notice to PLAINTIFF confirming implementation of the  
19 TELEMARKETING guidelines.

20 29. Within six months of the EFFECTIVE DATE, DEFENDANT shall provide a training  
21 session of no less than one hour on the requirements of Business and Professions Code section  
22 17533.6 and the agreed-on telemarketing guidelines set forth in **Exhibit A**. All personnel (including  
23 new employees) with roles that have any connection to the design or development of MAIL  
24 SOLICITATIONS or who engage in or supervise TELEMARKETING shall receive this training on  
25 an annual basis during the MONITORING PERIOD. Within 30 days of providing the first training  
26 session required by this paragraph, DEFENDANT shall provide notice to PLAINTIFF confirming  
27 implementation of the training.

28

1 30. During the MONITORING PERIOD, DEFENDANT shall permit customers who  
2 purchase labor law posters and/or subscriptions to cancel their orders within thirty days of purchase  
3 and shall provide a full refund of any amounts already paid for such orders.

4 31. Within 15 days of the EFFECTIVE DATE, DEFENDANT shall update its website  
5 (www.personnelconcepts.com) to inform customers of the cancellation policy described in Paragraph  
6 30, and provide instructions in conspicuous terms on how to cancel their orders.

7 32. DEFENDANT shall not pursue any third-party collection activity against POSTER  
8 CUSTOMERS and SUBSCRIPTION CUSTOMERS.

9 33. DEFENDANT shall remove or cause to be removed negative information that  
10 DEFENDANT placed on the credit reports of POSTER CUSTOMERS and SUBSCRIPTION  
11 CUSTOMERS and, during the MONITORING PERIOD, shall not place or cause to be placed  
12 negative information on the credit reports of any POSTER CUSTOMER OR SUBSCRIPTION  
13 CUSTOMER.

14 **V. RESTITUTION**

15 34. The RESTITUTION AMOUNT to all POSTER CUSTOMERS and SUBSCRIPTION  
16 CUSTOMERS shall be allocated in the following amounts subject to the exceptions herein:

Category	Restitution
POSTER CUSTOMER	50% of total payments made to DEFENDANT, net of any prior refunds and credits
SUBSCRIPTION CUSTOMER who purchased only one poster subscription during the RELEVANT PERIOD	25% of total payments made to DEFENDANT, net of any prior refunds and credits
SUBSCRIPTION CUSTOMER who purchased more than one poster subscription during the RELEVANT PERIOD	10% of payments made to DEFENDANT, net of any prior refunds and credits

24 35. Notwithstanding the foregoing, DEFENDANT shall pay no restitution to: (a) POSTER  
25 CUSTOMERS and SUBSCRIPTION CUSTOMERS whose total restitution amount would be less  
26 than \$10.00; (b) SUBSCRIPTION CUSTOMERS who have corporate accounts, defined as accounts  
27 managed by designated key account managers and not subject to the standard telemarketing process,  
28 typically representing large, multi-state businesses with more than 25 locations; and (c) customers who

1 purchased DEFENDANT'S labor law poster products or Silver poster subscriptions online at  
2 www.personnelconcepts.com.

3 36. Within 30 days of the EFFECTIVE DATE, the CLAIMS ADMINISTRATOR shall  
4 email the notice set forth in the form substantially similar to **Exhibit B** to each POSTER CUSTOMER  
5 and SUBSCRIPTION CUSTOMER eligible to receive restitution (together, "Eligible Customers") for  
6 whom DEFENDANT has a valid email address on file. The notice will provide an opportunity for  
7 Eligible Customers to confirm or update their mailing address within 30 days and to elect a method of  
8 payment. Eligible Customers will be able to confirm or update their mailing address and elect a  
9 method of payment via the email address and/or phone number established by the CLAIMS  
10 ADMINISTRATOR for this purpose.

11 37. If DEFENDANT does not have a valid email address on file or the email address to  
12 which CLAIMS ADMINISTRATOR sends notice is invalid (i.e., the email bounces back), the  
13 CLAIMS ADMINISTRATOR will, within 45 days from the EFFECTIVE DATE, mail the notice set  
14 forth in the form substantially similar to **Exhibit C** to each such Eligible Customer for whom a  
15 mailing address can be located. All notices returned by the U.S. Postal Service with a forwarding  
16 address will be re-mailed to that address.

17 38. Within 95 days of the EFFECTIVE DATE, the CLAIMS ADMINISTRATOR and  
18 DEFENDANT shall finalize the list of Eligible Customers and the restitution payment due to each as  
19 set forth in Paragraph 34, and provide the list to PLAINTIFF.

20 39. Within 105 days from the EFFECTIVE DATE, payments to Eligible Customers will be  
21 distributed digitally or by paper check, depending on (i) whether DEFENDANT has a valid email or  
22 U.S. mail address; and/or (ii) elections made by Eligible Customers. For Eligible Customers, payment  
23 will be disseminated consistent with the manner of notice (digitally for those receiving notice via  
24 email or via check for those receiving notice via mail), unless a contrary election is made to the  
25 CLAIMS ADMINISTRATOR via the email address and/or phone number established by the CLAIMS  
26 ADMINISTRATOR for this purpose.

27 40. For Eligible Customers receiving payment digitally, the email including the digital  
28 payment link shall prominently state that the link will expire six months from the date of the email.

1           41. For Eligible Customers receiving payment by paper checks, the check shall  
2 prominently state that it will expire six months from the date of issuance, and the accompanying  
3 correspondence shall state that a stop payment may be issued on any uncashed checks upon expiration  
4 of this six-month period.

5           42. Within one year from the EFFECTIVE DATE or the date that all issued checks have  
6 expired, whichever is later, DEFENDANT, with the assistance of the CLAIMS ADMINISTRATOR,  
7 shall provide to PLAINTIFF an accounting of the payment of the RESTITUTION AMOUNT sufficient  
8 to verify the total amount claimed by Eligible Customers.

9           43. DEFENDANT shall bear all costs involved in effectuating notice and restitution  
10 payments as set forth in Section V of this Final Judgment. In no event shall such costs be counted  
11 against the RESTITUTION AMOUNT or JUDGMENT AMOUNT.

12 **VI. CIVIL PENALTIES**

13           44. Within 105 days from the EFFECTIVE DATE, DEFENDANT shall pay the San  
14 Francisco City Attorney's Office the CIVIL PENALTY AMOUNT. The payment shall be made by  
15 wire transfer to the San Francisco City Attorney's Office pursuant to instructions provided by  
16 PLAINTIFF.

17           45. Within 30 days of DEFENDANT providing the accounting of the payment of the  
18 RESTITUTION AMOUNT (see Paragraphs 12 and 42), DEFENDANT, with the assistance of the  
19 CLAIMS ADMINISTRATOR, shall remit any unclaimed portion of the RESTITUTION AMOUNT to  
20 the San Francisco City Attorney's Office as civil penalties by wire transfer to the San Francisco City  
21 Attorney's Office pursuant to instructions provided by PLAINTIFF. Any such amount is in addition to  
22 the CIVIL PENALTY AMOUNT. Under no circumstances shall the total monetary relief (i.e., the  
23 JUDGMENT AMOUNT) exceed \$1,000,000.

24           46. These funds are to be used exclusively by the San Francisco City Attorney's Office for  
25 the enforcement of consumer protection laws, including California's Unfair Competition Law.

26 **VII. TAXES**

27           47. The PARTIES make no representation or warranty as to any tax consequences of the  
28 amounts to be paid under this Final Judgment.



1 48. DEFENDANT is solely responsible for any tax implications related to payment of the  
2 RESTITUTION AMOUNT.

3 49. DEFENDANT acknowledges that applicable law requires DEFENDANT to furnish  
4 necessary federal taxpayer identification number(s) to PLAINTIFF for inclusion on IRS Form 1098-F  
5 and that DEFENDANT may be subject to a penalty for failure to furnish the necessary taxpayer  
6 identification number(s). DEFENDANT agrees to furnish such number(s) by providing PLAINTIFF  
7 completed IRS Form(s) W-9, Request for Taxpayer Identification Number and Certification.  
8 DEFENDANT further agrees to provide such other information as may be requested by PLAINTIFF to  
9 enable PLAINTIFF to comply with any reporting requirements for payments made pursuant to this  
10 Final Judgment that are imposed by applicable law. PLAINTIFF also agrees to provide DEFENDANT  
11 with an IRS FORM W-9 in order to effectuate payments under this Final Judgment.

12 50. For purposes of any obligations or rights of the PARTIES that arise from the making of  
13 payments under this Final Judgment, including any IRS reporting requirements of PLAINTIFF, the  
14 amounts due to be paid under this Final Judgment are hereby identified as follows: \$816,374.14 for  
15 restitution; and \$183,625.86 as civil penalties.

16 **VIII. RELEASES**

17 51. By entry of this Final Judgment and following full payment of the JUDGMENT  
18 AMOUNT, PLAINTIFF agrees to release and discharge DEFENDANT, its heirs and executors and its  
19 past and present shareholders, employees, officers, directors, attorneys, successors, predecessors,  
20 affiliates, agents, and representatives, from the claims set forth in the Complaint and First Amended  
21 Complaint, including all causes of action, counterclaims, and attorney's fees and costs, through the  
22 EFFECTIVE DATE. This release is limited to claims arising from or directly related to  
23 DEFENDANT'S mail solicitation and telemarketing practices in connection with labor law posters and  
24 Silver subscriptions during the RELEVANT PERIOD. Nothing in this Final Judgment shall limit or  
25 affect PLAINTIFF'S right to take or pursue any other legal claim(s).

26 52. In consideration for the promises set forth in this Final Judgment, DEFENDANT agrees  
27 to release PLAINTIFF, as well as its employers, officers, directors, attorneys, successors, predecessors,  
28 affiliates, agents, and representatives, from any and all claims that were or could have been asserted

1 before an administrative body or court, including all actions, causes of action, counterclaims, claims for  
2 attorney's fees and costs, related in whole or in part to the ACTION through the EFFECTIVE DATE.

3 **IX. NOTICES**

4 53. All notices and mailings to be delivered among or between the PARTIES required by  
5 this Final Judgment shall be served by email on the following persons, or any person subsequently  
6 designated by the PARTIES to receive such notices:

7 **For PLAINTIFF:**

8 Ronald H. Lee  
9 Julie Wilensky  
10 San Francisco City Attorney's Office  
11 Fox Plaza  
12 1390 Market Street, Suite 600  
San Francisco CA 94102  
Ronald.Lee@sfcityatty.org  
Julie.Wilensky@sfcityatty.org  
affirmlit.inbox@sfcityatty.org

**For DEFENDANT:**

Dan Marmalefsky  
Purvi G. Patel  
Morrison & Foerster LLP  
707 Wilshire Blvd., Suite 6000  
Los Angeles, CA 90017-3543  
DMarmalefsky@mofo.com  
PPatel@mofo.com

13 **X. ADDITIONAL PROVISIONS**

14 54. This Court retains jurisdiction of this matter only for purposes of (a) interpretation,  
15 enforcement, and modification of this Final Judgment and (b) restitution administration matters.

16 55. The Claims Administrator shall establish and maintain an interest-bearing escrow  
17 account, which shall be used to pay the RESTITUTION AMOUNT and the CIVIL PENALTY  
18 AMOUNT. DEFENDANT shall cause to be deposited \$1,000,000 (the JUDGMENT AMOUNT) into  
19 the interest-bearing escrow account within 30 days of the Effective Date. The JUDGMENT AMOUNT  
20 shall be non-reversionary. The Claims Administrator will hold the JUDGMENT AMOUNT in the  
21 interest-bearing escrow account until such time as the Claims Administrator is authorized to  
22 disseminate the funds pursuant to this Final Judgment or other order of the Court. Within 15 days of  
23 full payment of the RESTITUTION AMOUNT and the CIVIL PENALTY AMOUNT, the interest  
24 generated from the escrow account will be returned to the depositor.

25 56. DEFENDANT is ordered to ensure all officers and persons responsible for  
26 implementing this Final Judgment on DEFENDANT'S behalf are provided a copy of this Final  
27 Judgment within 15 days of the EFFECTIVE DATE.

1           57. Each party shall bear its own costs, fees, and expenses incurred in connection with this  
2 ACTION. This does not bear on the PARTIES' rights to recover costs or fees in conjunction with  
3 enforcing this Final Judgment.

4           58. The PARTIES specifically warrant and represent that they each have full authority to  
5 enter into this Final Judgment and make the full scope of promises, releases, and covenants set forth  
6 herein for and on behalf of the entity they each represent.

7           59. This Final Judgment has been reviewed by the PARTIES and their respective attorneys  
8 and each have had a full opportunity to negotiate the contents of this Final Judgment. The PARTIES  
9 agree that the language in all parts of this Final Judgment shall be construed as a whole, according to  
10 fair meaning.

11           60. This Final Judgment may be modified only by the Court, upon noticed motion, or upon  
12 written consent by the PARTIES and approval of the Court. The PARTIES may, however, agree in  
13 writing to make any adjustments to the time periods associated with notice (Paragraphs 36-37) or  
14 payments (Paragraphs 38-45) without seeking Court approval.

15           61. This Final Judgment shall be construed and enforced in accordance with the laws of the  
16 State of California.

17           62. This Final Judgment shall be deemed to have been drafted equally by all PARTIES.  
18 Accordingly, any and all rules of construction holding that ambiguity is construed against the drafting  
19 party shall not apply to the interpretation of this Final Judgment.

20           63. This Final Judgment is intended by the PARTIES as a final expression of their  
21 agreement and understanding concerning the subject matter addressed in the Final Judgment and is  
22 intended as a complete statement of the terms and conditions of their settlement, and any and all prior  
23 oral or written agreements or understandings between the PARTIES related to the Final Judgment are  
24 superseded. No representations, oral or otherwise, express or implied, other than those specifically  
25 referred to in the Final Judgment, have been made by any Party to the Final Judgment.

26           64. Before declaring any provision of this Final Judgment invalid, the Court shall first  
27 attempt to construe the provisions valid to the fullest extent possible consistent with applicable  
28 precedent so as to define all provisions of this Final Judgment valid and enforceable.

1 **SO STIPULATED:**

2 FOR PLAINTIFF:

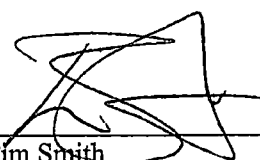
3 Dated: September \_\_, 2024

DAVID CHIU  
City Attorney  
YVONNE R. MERÉ  
Chief Deputy City Attorney  
SARA J. EISENBERG  
Chief of Complex and Affirmative Litigation  
RONALD H. LEE  
JULIE WILENSKY  
Deputy City Attorneys

8 By: \_\_\_\_\_  
9 RONALD H. LEE  
10 Attorneys for Plaintiff  
11 PEOPLE OF THE STATE OF CALIFORNIA, acting by  
12 and through San Francisco City Attorney DAVID CHIU

11 FOR DEFENDANT:

12 Dated: September 10, 2024

13  
14 By:  \_\_\_\_\_  
15 Tim Smith  
16 AIO ACQUISITION, INC.

16 Approved as to FORM:

17 Dated: September \_\_, 2024

MORRISON & FOERSTER LLP

19 By: \_\_\_\_\_  
20 Purvi G. Patel  
21 Morrison & Foerster LLP  
22 707 Wilshire Blvd., Suite 6000  
23 Los Angeles, CA 90017-3543  
24 Attorneys for Defendant AIO ACQUISITION, INC.

24 **ORDERED AND ADJUDGED** at San Francisco, California, this \_\_ day of \_\_\_\_\_, 2024.

27 DATED:

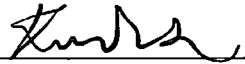
28 \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

1 **SO STIPULATED:**

2 **FOR PLAINTIFF:**

3 Dated: September 10, 2024

DAVID CHIU  
City Attorney  
YVONNE R. MERÉ  
Chief Deputy City Attorney  
SARA J. EISENBERG  
Chief of Complex and Affirmative Litigation  
RONALD H. LEE  
JULIE WILENSKY  
Deputy City Attorneys

8 By:   
9 RONALD H. LEE  
10 Attorneys for Plaintiff  
11 PEOPLE OF THE STATE OF CALIFORNIA, acting by  
12 and through San Francisco City Attorney DAVID CHIU

11 **FOR DEFENDANT:**


13 Dated: September \_\_, 2024

14 By: \_\_\_\_\_  
15 Tim Smith  
16 AIO ACQUISITION, INC.

16 Approved as to FORM:

17 Dated: September 10, 2024

MORRISON & FOERSTER LLP

18   
19 By: \_\_\_\_\_  
20 Purvi G. Patel  
21 Morrison & Foerster LLP  
22 707 Wilshire Blvd., Suite 6000  
23 Los Angeles, CA 90017-3543  
24 Attorneys for Defendant AIO ACQUISITION, INC.

24 **ORDERED AND ADJUDGED**, at San Francisco, California, this \_\_\_ day of \_\_\_\_\_, 2024.

27 DATED: 10/21/24

28   
JUDGE OF THE SUPERIOR COURT

12 **RICHARD B. ULMER**

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# Exhibit A

## Guidelines for Telephone Calls to Prospective or Current Customers

### Introduction

This memorandum is intended to establish clear guidelines that employees of Personnel Concepts must follow when initiating a telephone call to sell products to any prospective or current customer, in order to ensure that the customer understands and agrees to the purchase and the pricing for the purchased product(s).

### Placing the Call

- Place calls only between 8:00 a.m. and 5:00 p.m. Pacific Time
- Do not let the phone ring continuously

### Disclosures during the Call

#### At the outset

- Immediately disclose your name, that you are calling from Personnel Concepts
- Explain that Personnel Concepts is a private company that specializes in labor law solutions
- Explain the nature of the products and services offered and why Personnel Concepts recommends that the call recipient make a particular purchase

#### Before finalizing any purchase

- Explain the total cost and quantity of the items to be purchased
- Confirm that the individual is authorized to make that purchase
- Confirm that the purchaser understands what they are purchasing

#### Payment

- State the amount to be charged
- Confirm the purchaser's consent to the purchase and the amount to be paid

#### Recordkeeping

- For 24 months, keep records of the following:
  - The identity of the customer and its authorized representative
  - The name of the sales representative who took the order
  - The time and date the customer placed the order
  - Details regarding the products and services purchased

### Do's and Don'ts During the Call

- Do speak slowly and clearly
- Do terminate and disconnect the call if the call recipient states that they do not want to listen to the presentation or purchase any products or services
- Do not misrepresent the purpose of the call
- Do not create any impression that you are calling from any government agency or on behalf of any government agency
- Do not tell the prospective or current customer that their business is not in compliance with the law

- 1 • Do not misrepresent the likelihood or severity of potential fines
- 2 • Do not suggest that the products and services offered by Personnel Concepts are required by law
- 3 • Do not submit billing information for payment without express informed consent
- 4 • Do not use abusive or threatening language
- 5 • Do not misrepresent prior calls or transactions with the same customer
- 6 • Do not make repeated calls to the same prospective customer, including to other employees at the same business, after they say they are not interested in making a purchase

7 If you have any questions about these guidelines or other issues, please immediately contact Tim Smith via phone at [DESIGNATED PHONE NUMBER].

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# Exhibit B

1 [CLAIMS ADMINISTRATOR LETTERHEAD]

2 **NOTICE OF RESTITUTION PAYMENT TO YOU**

3 This notice is to alert you that on behalf of Personnel Concepts we will be sending you  
4 payment in connection with *People of the State of California v. Brady Corp., et al.*, San  
5 Francisco Superior Court No. CGC-23-605044 (“the Lawsuit”).

6 **PLEASE READ CAREFULLY TO ENSURE  
YOU RECEIVE THE PAYMENT WE WILL BE MAKING TO YOU**

7 **Why will you be receiving a payment from Personnel Concepts?** San Francisco City  
8 Attorney David Chiu filed the Lawsuit on behalf of the People of the State of California  
9 alleging AIO Acquisition, Inc., which does business as Personnel Concepts, sent  
10 deceptive mail solicitations to individuals and entities in California and engaged in  
11 deceptive telemarketing practices regarding Personnel Concepts’ labor law compliance  
12 posters. The Lawsuit alleged, among other things, that Personnel Concepts’ mail  
13 solicitations and telemarketing calls falsely suggested that Personnel Concepts was  
14 associated with or connected to the government.

11 Personnel Concepts denies the allegations, contends that its mail solicitations and  
12 telemarketing calls were appropriate, and further denies that it did anything unlawful or  
13 improper. To resolve the Lawsuit, Personnel Concepts has changed certain aspects of  
14 its mail solicitations and telemarketing practices in California, and the parties have  
15 agreed to the entry of a court judgment that requires Personnel Concepts to pay  
16 restitution to certain customers in California who bought labor law compliance posters  
17 or Silver subscriptions from Personnel Concepts.

15 **Who is eligible for a payment?** The following individuals or entities in California are  
16 eligible for a restitution payment:

- 17 • **Poster Customers:** Customers who received a mail solicitation sent between  
18 March 8, 2019 and April 6, 2023, who subsequently purchased any of Personnel  
19 Concepts’ labor law poster products on or before August 7, 2023, and who are  
20 not Subscription Customers; and
- 21 • **Subscription Customers:** Customers (excluding corporate account holders)  
22 who purchased Personnel Concepts’ Silver poster subscription(s) between  
23 March 8, 2019 and August 7, 2023 and received any telemarketing.

21 No restitution will be paid to customers whose total restitution amount would be less  
22 than \$10.00 or who made purchases online at [www.personnelconcepts.com](http://www.personnelconcepts.com).

23 **How much money will you receive?**

- 24 • Eligible Poster Customers will receive 50% of their total payments to Personnel  
25 Concepts, less any prior refunds and credits.
- 26 • Eligible Subscription Customers who purchased only one Silver subscription  
27 between March 8, 2019 and August 7, 2023 will receive 25% of their total  
28 payments to Personnel Concepts, less any prior refunds and credits.
- Eligible Subscription Customers who purchased more than one Silver  
subscription between March 8, 2019 and August 7, 2023 will receive 10% of  
their total payments to Personnel Concepts, less any prior refunds and credits.

1 **When and how will you receive a payment?** On or about [105 DAYS AFTER  
2 EFFECTIVE DATE], we will send you a digital payment link to this email address. If  
3 you prefer to receive a paper check, you can request one by calling [number] or  
4 emailing [address] on or before [DATE WITHIN 30 DAYS OF EMAIL].

5 **NOTE:** *Payments to you are not guaranteed. If we are unable to locate you for this  
6 purpose, your payment may be forfeited.*

7 If you have questions about this notice, please contact the Claims Administrator at  
8 [DESIGNATED EMAIL ADDRESS].

9 If you have any questions or concerns about Personnel Concepts' compliance with the  
10 judgment, you may contact the San Francisco City Attorney's Office (even if you do  
11 not live in San Francisco) at [DESIGNATED EMAIL ADDRESS].  
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# Exhibit C

<<Mailing Caption>>

c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY XXXXX-XXXX

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF RESTITUTION  
PAYMENT TO YOU

This notice is to alert you that on behalf of Personnel Concepts we will be sending you payment in connection with *People of the State of California v. Brady Corp., et al.*, San Francisco Superior Court No. CGC-23-605044 (“the Lawsuit”)

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>><<zip4>>

<<Country>>

**Why will you be receiving a payment from Personnel Concepts?**

San Francisco City Attorney David Chiu filed the Lawsuit on behalf of the People of the State of California alleging AIO Acquisition, Inc., which does business as Personnel Concepts, sent deceptive mail solicitations to individuals and entities in California and engaged in deceptive telemarketing practices regarding Personnel Concepts' labor law compliance posters. The Lawsuit alleged, among other things, that Personnel Concepts' mail solicitations and telemarketing calls falsely suggested that Personnel Concepts was associated with or connected to the government.

Personnel Concepts denies the allegations, contends that its mail solicitations and telemarketing calls were appropriate, and further denies that it did anything unlawful or improper. To resolve the Lawsuit, Personnel Concepts has changed certain aspects of its mail solicitations and telemarketing practices in California, and the parties have agreed to the entry of a court judgment that requires Personnel Concepts to pay restitution to certain customers in California who bought labor law compliance posters or Silver subscriptions from Personnel Concepts.

**Who is eligible for a payment?**

The following individuals or entities in California are eligible for a restitution payment:

- **Poster Customers:** Customers who received a mail solicitation sent between March 8, 2019 and April 6, 2023, who subsequently purchased any of Personnel Concepts' labor law poster products on or before August 7, 2023, and who are not Subscription Customers, and
- **Subscription Customers:** Customers (excluding corporate account holders) who purchased Personnel Concepts' Silver poster subscription(s) between March 8, 2019 and August 7, 2023 and received any telemarketing.

No restitution will be paid to customers whose total restitution amount would be less than \$10 or who made purchases online at [www.personnelconcepts.com](http://www.personnelconcepts.com).

**How much money will you receive?**

- Eligible Poster Customers will receive 50% of their total payments to Personnel Concepts, less any prior refunds and credits.
- Eligible Subscription Customers who purchased only one Silver subscription between March 8, 2019 and August 7, 2023 will receive 25% of their total payments to Personnel Concepts, less any prior refunds and credits.
- Eligible Subscription Customers who purchased more than one Silver subscription between March 8, 2019 and August 7, 2023 will receive 10% of their total payments to Personnel Concepts, less any prior refunds and credits.

**When and how will you receive a payment?** On or about [105 DAYS AFTER EFFECTIVE DATE], we will send you a paper check to this mailing address. If you prefer to receive a digital payment, you can request one by calling [number] or emailing [address] on or before [DATE WITHIN 30 DAYS OF EMAIL].

**NOTE:** Payments to you are not guaranteed. If we are unable to locate you for this purpose, your payment may be forfeited.

If you have questions about this notice, please contact the Claims Administrator at [DESIGNATED EMAIL ADDRESS].

If you have any questions or concerns about Personnel Concepts' compliance with the judgment, you may contact the San Francisco City Attorney's Office (even if you do not live in San Francisco) at [DESIGNATED EMAIL ADDRESS].