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## PRIVILEGED AND CONFIDENTIAL

June 29, 2022

Luis Angel  
1972 85th Ave  
Oakland, CA 94621  
luis.soberanis28@gmail.com

## REPRESENTATION AND FEE AGREEMENT Attorney-Client Privileged Communication

Dear Luis Angel:

We are pleased that you have asked Lawyers for Employee and Consumer Rights APC (“Attorneys,” “We” or “Our”) to serve as Your counsel in the matter described below. This letter will outline the nature of the legal services that We have agreed to provide in this engagement, set forth the terms of our professional relationship and serve as a formal agreement to that effect (“Representation Agreement”).

It is possible that You will not recover anything on the Claims. We do not charge You anything unless You recover money or other consideration on account of the Claims (the “Recovery”). **In other words, We have a “No fees if no Recovery” policy, so You do not pay any fees “out of pocket.”** If, however, any Recovery is obtained on Your behalf with regard to the Claims by settlement, judgment, or other means, We shall be paid fees based on the time We spent working on your case under this Representation Agreement.

As an attorney-client relationship is best built on a clear understanding of the terms of that relationship, please carefully review this Representation Agreement and decide whether it meets with Your approval or if You have any questions. The terms set forth in this Representation Agreement are withdrawn and voided if not returned within 30 days from the date on this letter.

Once this Representation Agreement is signed by both You and Your Attorneys, a lawyer-client relationship will be created solely as to claims related to Your employment or pre-employment experience (i.e. application for employment) with Sandbox VR (e.g. “Employer”). Please note that any claims related to

worker's compensation, claims for any State unemployment and/or disability benefits, collective bargaining agreements for which You were represented by a union, retirement/pension benefits (including such claims arising from or related to the Employee Retirement Income Security Act of 1974), and cross-claims by the Employer against You, are specifically excluded from this Representation Agreement and our scope of representation. Please be sure to initial each page, including the last, as well as sign and date the Representation Agreement in the appropriate space on the last page.

Additionally, under current California law, upon request by You or Your representative, Your Employer is obligated to produce certain employee personnel and payroll records. Therefore, enclosed is an "Authorization to Release Records" form for You to sign, date and return. We are unable to request Your personnel file until we receive your signed Authorization. If for any reason You do not want us to request Your records from Your Employer, You must contact us before signing and returning the Representation Agreement and Authorization.

The last page is an emergency contact form for you to fill out so that We know with whom to communicate should We be unable to reach You.

Finally, should You choose not to retain us, We advise You to consult another attorney as soon as possible. There may be statutory dates that apply to and/or bar Your alleged claim based upon time limits.

1. Client. Our client in this engagement will be Luis Angel ("You" or "Your"). We are not retained to represent any other person in connection with this engagement.
2. Scope of Representation. Once the lawyer-client relationship is established, We agree to provide legal services relating to, and only to, Employer's legal violations in connection with Your employment or pre-employment experience (i.e. application for employment) with Employer (the "Claims"). Attorneys will investigate potential Claims and, where appropriate, shall attempt to negotiate a settlement of the Claims against Employer. In the event that Attorneys' investigation does not reveal potentially meritorious claims or Attorneys are not able to negotiate a settlement, Attorneys may end the lawyer-client relationship without filing a lawsuit or arbitration on Your behalf. In the event that Attorneys elect to propose filing a lawsuit or arbitration and should You authorize Us to do so, Attorneys reserve the right to subsequently terminate this Representation Agreement with respect to any future proceedings, including but not limited to any hearings, trial, appeals, defense of counter and/or cross-claims against You, collateral proceedings, or enforcement or collection of judgment or award upon the Claims and such services are excluded from the scope of representation unless there is a further agreement in writing with respect to such services.

Legal services in any matter not described above are excluded from this Representation Agreement. For example, legal services including representation on appeal, workers' compensation claims, unemployment insurance and/or disability benefits, social security claims, claims asserted by Employer or another person or entity against You, disputes with a health care provider about the amount owed for its services, or claims for reimbursement (subrogation) by any insurance company for benefits paid under an insurance policy, are not included in this Representation Agreement and will not be handled by Attorneys.

Attorneys have not been retained to provide You with any tax advice including, but not limited to, relating to the Claims or any resolution thereof. Any documents prepared by Attorney may have specific tax ramifications. To be sure You understand and are certain of all the potential tax consequences, You should consult with Your tax advisor regarding these matters.

3. Client Duties and Promise of Good-Faith Cooperation. You agree to be truthful with Attorneys and not withhold information. Further, You agree to cooperate insofar as to keep Attorneys informed of any information or developments that may come to Your attention; to abide by this Representation Agreement; to pay and to consent to Attorneys' withholding of fees and costs to which Attorneys may become entitled pursuant to the next paragraph promptly when due; and to keep Attorneys advised of Your address, telephone number, email, and whereabouts. You will assist Attorneys by timely providing necessary information and documents. You agree to appear at all legal proceedings when Attorneys deem it necessary, and generally to cooperate fully with Attorneys in all matters related to the preparation and presentation of the Claims. You hereby authorize Attorneys to investigate, request, seek, and obtain any documents necessary to represent You.

4. No Recovery/No Fee, Attorneys' Fees and Costs. It is possible that You will not recover anything on the Claims. We do not charge You anything unless You recover money or other consideration on account of the Claims (the "Recovery"). **In other words, We have a "No fees if no Recovery" policy, so You do not pay any fees "out of pocket."** If, however, any Recovery is obtained on Your behalf with regard to the Claims by settlement, judgment, or other means, We shall be paid fees based on the time We spent working on your case. Specifically, the hourly rate for Our lawyers depends on their level of experience calculated for each attorney at \$290 per hour plus \$25 per hour for each whole year of practice after his or her first bar admission within the United States, but not to exceed \$665 per hour. We shall be paid fees in increments of 1/10th of an hour expended by Our lawyers on Your behalf.

Some firms charge lower hourly rates, but do not have a "No fees if no Recovery" policy. Because we have this policy Our fees take into account the risk We undertake that there may be no Recovery at all in some

cases and thus no compensation for Our work despite the Attorneys' professional time spent on case. It is possible for Your case to result in a relatively small Recovery to You, while Attorneys stand to receive an amount of fees significant in percentage if not monetary terms.

Shortly after the lawyer-client relationship is formed, We shall identify to you the lawyers assigned to Your case and their hourly rates. Before a case is resolved by settlement, We shall provide You with a good faith estimate of the fees and costs payable by You in the event the case is finally settled. At any time during Our representation, please feel free to ask any questions about Our fees and costs, including the amount of time being spent by Our lawyers working on your case. Attorney's fees are not set by law and are negotiable between You and Us.

There are circumstances in which, upon prevailing at trial or arbitration, Your claims may entitle you to have Our Attorneys Fees awarded by the Court. These claims are governed by specific laws commonly referred to as "fee-shifting statutes." As the term suggests, these laws entitle the prevailing plaintiff or their attorneys to seek payment of attorney fees and costs from the losing defendant. Under this specific circumstance, if You Recover damages at trial and/or arbitration ("Award of Damages") and the claims are subject to fee-shifting statutes, under this Representation Agreement We will retain all costs and attorney fees awarded by the court or arbitrator, and paid to You or to Us, as Our sole source of costs and attorney fees, and You will retain the entire Award of Damages. Additionally, You understand that if Your case proceeds to judgment in a court action or arbitration, You may be required to pay fees and/or costs to other parties in the action should they prevail. Any such award will be entirely Your responsibility.

Please ask Us any questions You have concerning the fee provisions set forth in this Representation Agreement.

Costs are amounts that Attorneys may pay on Your behalf during the course of the representation. During Attorneys' representation of You, costs may, at Attorneys' sole discretion, be advanced by Attorneys, and typically include court fees, arbitration fees, court reporter fees, service of process charges, mediator's fees, deposition reporter's fees, translators' or interpreters' fees, photocopying, notary fees, parking fees, messenger fees, postage, deposition costs, travel costs, investigation costs, consultant and expert witness fees, and all other costs and expenses related to Our representation of You. Costs will be reimbursed as follows: (1) You will never be required to reimburse any costs incurred by Attorneys except out of a Recovery. (2) If Your case is resolved without filing a complaint in court or arbitration, You will not be required to reimburse any costs. (3) If Your case is resolved (by way of settlement or award) after commencement of lawsuit or arbitration, Attorneys will be entitled to be reimbursed from the total Recovery for all reasonable out-of-pocket costs and expenses incurred on Your behalf.

You acknowledge being advised by Attorneys and being aware that costs advanced at Attorneys' discretion in connection with the Claims shall be reimbursed in addition to the above described fees.

5. Authorization of Settlement. Settlement negotiations will be conducted based upon amounts for which You provided Your Attorney with prior approval. Attorneys will not make any settlement or compromise of any nature of any of the Claims without Your consent.

6. No Guarantee as to Result. Nothing in this Representation Agreement and nothing in Attorneys' statements to You should be construed as a promise or guarantee about the outcome of the matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees.

7. Association of Counsel. During the course of representation, Attorneys may need to associate with other lawyers or law firms. This means another lawyer's and/or another firm's services may be used to help prosecute Your case. In this event, Attorneys will notify You of the need for such an association and request Your written consent to the particular arrangement of the association. Please be advised that Your legal fees under this Representation Agreement will not be increased by reason of the association.

8. Non-Binding Arbitration of Fee Disputes. In the event that a dispute arises between You and Attorneys regarding Our fees, and You and We are unable to resolve such a dispute, You may be entitled to require non-binding arbitration of the dispute under a procedure established in California for resolution of certain fee disputes pursuant to California Business and Professions Code Sections 6200-6206 ("CPC Non-Binding Arbitration").

9. Binding Arbitration. You and Attorney agree to submit any dispute between You and Attorneys (including but not limited to fee disputes as to which CPC Non-Binding Arbitration was conducted but did not resolve the fee dispute) arising at any point before, during or after Our representation of You under this Representation Agreement to binding arbitration by a single arbitrator, which will be subject to the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. Any proceedings shall be between the parties only and not representative or class claims and shall be administered in Los Angeles, California by the American Arbitration Association pursuant to the rules and procedures set forth at [www.adr.org](http://www.adr.org). Any decision by such arbitrator (excluding decision upon the formation, applicability, meaning, scope, enforceability, voidness or voidability of this

paragraph) shall be subject to appeal to a second single arbitrator who shall proceed, to the extent practicable, pursuant to the laws governing civil appeals in California, and whose decision shall be final and subject to no further appeal or collateral attack upon enforceability of award. Such appellate arbitration, if instituted, shall be administered in Los Angeles, California by the American Arbitration Association pursuant to the rules and procedures set forth at [www.adr.org](http://www.adr.org). All arbitration shall be confidential as to complaint, proceeding and award. Application may be made to a court of competent jurisdiction to enforce the final award of an arbitrator only after the party against whom such award was made has failed to comply with the same after a reasonable period for such compliance has passed. Without limiting the generality of the foregoing, You and Attorney agree that any dispute concerning this agreement to arbitrate, either in whole or in part – the way it was formed, its applicability, meaning, scope, enforceability, or any claim that all or some part of this paragraph is void or voidable – is also subject to arbitration under the provisions of this paragraph and shall be delegated to and decided solely by the arbitrator appointed and acting as provided in this paragraph. You are advised that by agreeing to binding arbitration, You are giving up your right to a jury trial and other procedural aspects of a jury trial. You acknowledge that You have had an opportunity to consult with an independent lawyer of Your choosing, whether or not You have done so, regarding this arbitration provision (and the Representation Agreement as a whole) prior to agreeing.

10. Discharge by Client and Withdrawal by Attorneys. You may discharge Attorneys at any time and for any reason upon written notice to Attorneys, which shall not affect Your obligation to pay any fees and costs owed to Attorneys pursuant to this Representation Agreement. Attorneys may withdraw as counsel at any time and for any reason upon written notice to You in accordance with Our obligations under the Rules. Under no circumstances shall Attorneys be responsible for continuing legal services following withdrawal or for any costs incurred in connection with Client's procurement of substitute legal counsel.

11. Return of Case Files. After Our services conclude (by way of discharge, withdrawal or resolution of claims), upon request We will deliver Your files and property to You, in electronic form in the case of documents received or created by Us in electronic form, and in electronic form unless you request otherwise with respect to documents received or created by Us in paper form, whether or not You have paid any fees and/or costs owed to Attorneys. We reserve the right to destroy all paper and original copies of files so returned, and of files which cannot return to you after reasonable efforts to do so as allowed for under the Rules.

12. Full Agreement/Integration Clause. This Representation Agreement sets forth the full understanding between Client and Attorneys with respect to the nature and scope of Attorneys' representation of You and supersedes all prior understandings, written, unwritten, or implied. This Representation Agreement may not be amended or modified, and no provision of this Representation Agreement may be waived, except by a written document executed by both parties to the Representation Agreement.

13. Lien on Recovery. Upon payment of any settlement, arbitration award or judgment in Your favor in this matter, Attorneys may be entitled to be paid the fees and costs for the legal services provided as set forth in this Representation Agreement, even in the event of Attorney's discharge or withdrawal. By signing this Representation Agreement, You also agree and give Attorneys a lien upon any recovery once representation begins, as set forth above and in accordance with applicable law. The lien will attach to any recovery You may obtain, whether by arbitration award, judgment, settlement or otherwise and regardless of whether it resulted from Your own efforts or those of another attorney. The effect of such a lien is that Attorneys may be able to compel payment of fees and costs from any such funds recovered on Your behalf even if Attorneys have been discharged before the end of the case. A lien may affect Your property rights, so You should consider seeking the advice of an independent lawyer of Your own choice before executing this Representation Agreement. You represent and agree that You have had a reasonable opportunity to consult such an independent lawyer and—whether or not You have chosen to consult such an independent lawyer—You agree that Attorneys will have a lien as described herein.

14. General Provisions. You acknowledge that independent counsel may be retained to advise You regarding the terms and conditions set forth in this Representation Agreement. No failure on the part of either party to exercise any right, power, or privilege hereunder shall operate as a waiver thereof. The parties intend that this Representation Agreement shall be interpreted and enforced to carry out its intent, notwithstanding that any particular provision of this Representation Agreement shall be declared unenforceable for any reason. You authorize Attorneys to contact You by bulk email, automated, pre-recorded, or auto-dialed phone messages, whether on cellular or landlines, group text messages, or any other means of mass communication. This Representation Agreement shall not be construed strictly against the drafter hereof. Counterparts and facsimile copies of this Representation Agreement shall be binding.

If You agree with the terms set forth in this Representation Agreement, please sign below and initial each page of this Representation Agreement. We look forward to working with You.

**LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS**

*Robert Byrnes*

06/29/2022 21:38 UTC

\_\_\_\_\_  
/S/ Robert Byrnes

\_\_\_\_\_  
Date

**AGREED AND ACCEPTED**

*Luis Angel*

06/29/2022 21:35 UTC

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

Luis Angel

\_\_\_\_\_  
Client Name (Print)



## AUTHORIZATION FOR RELEASE OF PERSONNEL FILE AND WAGE RECORDS

I, Luis Angel, hereby request that Sandbox VR and any and all related entities send copies of the following to my attorneys, Lawyers for Employee and Consumer Rights APC, located at the above listed address as soon as practicable, but no later than 21 calendar days from the date that this request has been submitted:

My entire employee personnel file, including any documents I signed;

All of my time, wage and payroll records, including, *inter alia*, my wage stubs in their entirety;

Any daily time records and;

Any and all other documents maintained in or reasonably related to my personnel file or any similar compilation, whether paper, electronic, or both.

I hereby expressly authorize and appoint Lawyers for Employee and Consumer Rights APC as my representative to act on my behalf and in my place in obtaining the foregoing documents.

*Luis Angel*

06/29/2022 21:35 UTC

\_\_\_\_\_  
LUIS ANGEL

\_\_\_\_\_  
DATE

## CONTACT INFORMATION

It is very important that We always be able to reach You during the course of Your case, including in cases of emergency.

Please provide us with the information requested, even if You have already provided it.

Cell Phone:

Home Phone:

Alternative Phone:

Email Address:

Alternative Email Address:

Social Media (Facebook / Twitter) Account Names (optional):

Current Physical Address:

### **Emergency Contacts:**

#### **Contact 1:**

Name of Contact:

Contact Phone:

Contact Email:

#### **Contact 2:**

Name of Contact:

Contact Phone:

Contact Email:

Document Reference : e57885af-5db9-4555-ade0-17d91b9cc09b  
Document Title : 143553 - Luis Angel  
Document Region : Northern Virginia  
Sender Name : Michael Ramirez  
Sender Email : mramirez@lfecr.com  
Total Document Pages : 10  
Secondary Security : Not Required  
Participants

1. Luis Angel (luis.soberanis28@gmail.com)
2. Robert Byrnes (robertbyrnesesign@lfecr.com)

## Document History

Timestamp	Description
06/29/2022 21:33PM UTC	Document sent by Michael Ramirez (mramirez@lfecr.com).
06/29/2022 21:34PM UTC	Email sent to Luis Angel (luis.soberanis28@gmail.com).
06/29/2022 21:34PM UTC	Email sent to Michael Ramirez (mramirez@lfecr.com).
06/29/2022 21:34PM UTC	Document viewed by Luis Angel (luis.soberanis28@gmail.com). 172.58.75.205 Mozilla/5.0 (iPhone; CPU iPhone OS 15_3_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.3 Mobile/15E148 Safari/604.1
06/29/2022 21:34PM UTC	Sender downloaded document.
06/29/2022 21:35PM UTC	Luis Angel (luis.soberanis28@gmail.com) has agreed to terms of service and to do business electronically with Michael Ramirez (mramirez@lfecr.com). 172.58.75.205 Mozilla/5.0 (iPhone; CPU iPhone OS 15_3_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.3 Mobile/15E148 Safari/604.1
06/29/2022 21:35PM UTC	Signed by Luis Angel (luis.soberanis28@gmail.com). 172.58.75.205 Mozilla/5.0 (iPhone; CPU iPhone OS 15_3_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.3 Mobile/15E148 Safari/604.1
06/29/2022 21:35PM UTC	robertebyrnesesign@lfecr.com Bounced Address
06/29/2022 21:35PM UTC	Email sent to Robert Byrnes (robertebyrnesesign@lfecr.com).
06/29/2022 21:35PM UTC	Change email address for Robert Byrnes from robertebyrnesesign@lfecr.com to robertbyrnesesign@lfecr.com
06/29/2022 21:35PM UTC	Email sent to Robert Byrnes (robertbyrnesesign@lfecr.com).
06/29/2022 21:37PM UTC	Document viewed by Robert Byrnes (robertbyrnesesign@lfecr.com). 190.113.110.6 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/102.0.0.0 Safari/537.36
06/29/2022 21:38PM UTC	Robert Byrnes (robertbyrnesesign@lfecr.com) has agreed to terms of service and to do business electronically with Michael Ramirez (mramirez@lfecr.com). 190.113.110.6 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/102.0.0.0 Safari/537.36
06/29/2022 21:38PM UTC	Signed by Robert Byrnes (robertbyrnesesign@lfecr.com). 190.113.110.6 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/102.0.0.0 Safari/537.36
06/29/2022 21:38PM UTC	Document copy sent to Luis Angel (luis.soberanis28@gmail.com).
06/29/2022 21:38PM UTC	Document copy sent to Robert Byrnes (robertbyrnesesign@lfecr.com).