

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Richard Fruin

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Attorneys for Plaintiff and all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLIE CHIARENZA, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

ROBERT HALF INTERNATIONAL INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. **21STCV03306**

**REPRESENTATIVE ACTION
COMPLAINT:**

1. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204(d), 210, 510, 1194, 1194.2, 1199 and 2802

1 Plaintiff CARLIE CHIARENZA (“Plaintiff”), on behalf of herself and the people of the
2 State of California and as an “aggrieved employee” under the Labor Code Private Attorneys
3 General Act of 2004, §2699, et seq. (“PAGA”) complains against ROBERT HALF
4 INTERNATIONAL INC. (“Defendant”), a corporation, and DOES 1 to 50 (collectively
5 “Defendants”), as follows:

6 **I.**
7 **GENERAL ALLEGATIONS**

8 1. This is a Representative Action, pursuant to Labor Code §2699 et seq., on behalf
9 of the following individuals:

10 All persons who are employed or have been employed as an account
11 manager, senior account manager, director or similar title by
12 ROBERT HALF INTERNATIONAL INC., in the State of
13 California since one (1) year prior to the date of Plaintiff’s notice
14 letter to the Labor & Workforce Development Agency (“LWDA”)
15 and continuing to the present plus any additional time during which
16 the statutes of limitation for the causes of action herein were tolled
17 pursuant to Emergency Rule 9 of the California Rules of Court, the
18 ‘Emergency Rules Relates to COVID-19’ (“aggrieved employees”).

19 2. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
20 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
21 to the present,¹ Defendant has failed to properly comply with Labor Code §§201, 202, 203, 204(d),
22 210, 510, 1194, 1194.2, 1199 and 2802.

23 3. Defendant engaged in a practice of failing to pay wages/overtime pursuant to Labor
24 Code §§510, 1194, 1194.2, and 1199. Defendant maintained a policy to pay Plaintiff and all
25 aggrieved employees hourly based on false time punches. Defendant instructed Plaintiff and other
26 aggrieved employees to log the same number of hours each day regardless of the hours worked
27 that day. This resulted in Plaintiff and the aggrieved employees not being paid at the proper
28

25 ¹ Any limitations period referenced in this complaint is extended pursuant to Emergency Rule 9
26 of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court,
27 adopted effective April 6, 2020, which provides that the statutes of limitation for civil actions
28 are tolled from April 6, 2020 until 90 days after the Governor of California lifts the state of
emergency related to the COVID-19 pandemic. Any reference to the relevant time period or
statute of limitations is extended into the past by the number of days in which this tolling was
in effect.

1 corresponding rate for all hours worked and at the proper overtime rate. Plaintiff and the aggrieved
2 employees regularly worked for over 8 hours per day and worked after regular business hours,
3 including on client calls and meetings. However, Plaintiff and the aggrieved employee were not
4 compensated for hours worked over the set hours that Defendant required them to log for payroll
5 purposes.

6 4. Plaintiff and other aggrieved employees were not properly compensated for
7 overtime at the appropriate rate of pay. Plaintiff and the aggrieved employees routinely worked
8 “off the clock” because Defendant required that Plaintiff and the aggrieved employees be available
9 by cell phone before and after work for business related purposes. Also, Plaintiff and aggrieved
10 employees were required to meet with clients after work hours.

11 5. Defendant has engaged in practices that violate Labor Code §2802. Labor Code
12 §2802 provides that (a) An employer shall indemnify his or her employee for all necessary
13 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
14 her duties, or of his or her obedience to the directions of the employer, even though unlawful,
15 unless the employee, at the time of obeying the directions, believed them to be unlawful. Here,
16 Defendant required Plaintiff and all aggrieved employees to use their personal cellphones without
17 reimbursement in violation of Labor Code §2802.

18 6. Additionally, Plaintiff and other aggrieved employees obtained subscription
19 LinkedIn services such as LinkedIn Premium or LinkedIn Sales Navigator to succeed at their jobs.
20 These services ranged from approximately \$59.99 to \$79.99 per month. Defendant knew that
21 employees purchased these services for work-related purposes and that these services were
22 necessary to achieve Defendant’s business goals. These costs constitute reimbursable expenditures
23 and losses incurred in direct consequence of the discharge of the aggrieved employees’ duties, but
24 Defendant required aggrieved employees to pay for these expenses themselves.

25 7. Defendant failed to pay Plaintiffs and all aggrieved employees all wages for a
26 biweekly payroll period within seven (7) calendar days following the close of the payroll period
27 in violation of Labor Code §§204(d) and 210. Plaintiff and all aggrieved employees were paid after
28 the seventh (7th) day following the close of the payroll period in violation of these statutes. Thus,

1 Defendant has violated Labor Code §§204(d) and 210 with respect to Plaintiff and all aggrieved
2 employees.

3 8. Defendant has failed to pay all wages due at the time of termination or resignation
4 to Plaintiff and all aggrieved employees in violation of Labor Code §§201-203.

5 9. Plaintiff, on behalf of herself and all aggrieved employees presently or formerly
6 employed by Defendant during the liability period, brings this representative action pursuant to
7 Labor Code § 2699, et seq. seeking penalties for Defendant's violation of Labor Code sections
8 §§201, 202, 203, 204(d), 210, 510, 1194, 1194.2, 1199, and 2802.

9 **II.**

10 **JURISDICTION & VENUE**

11 10. This Court has subject matter jurisdiction over any and all causes of action asserted
12 herein pursuant to Article VI, §10 of the California Constitution and California Code of Civil
13 Procedure §410.10 by virtue of the fact that this is a civil action in which the matter in controversy,
14 exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the
15 laws of the State of California or is subject to adjudication in the courts of the State of California.

16 11. This Court has personal jurisdiction over Defendant because Defendant has caused
17 injuries in Los Angeles County and the State of California through their acts, and by their violation
18 of the California Labor Code and California state common law.

19 12. At all times set forth herein, Defendant is and was, based upon information and
20 belief, a California corporation doing business in Los Angeles County and in the State of California
21 with its California address at 2884 Sand Hill Road, Suite 200 Menlo Park, CA 94025. At all
22 relevant times, Defendant employed Plaintiff in Los Angeles County in the State of California.

23 13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
24 Civil Procedure §395. Defendant operates within California and does business within the county
25 of Los Angeles, California. The unlawful acts alleged herein have a direct effect on Plaintiff and
26 all "aggrieved employees" within the State of California and Los Angeles County.

27 **III.**

28 **PARTIES**

1 **A. Plaintiff**

2 14. Plaintiff CARLIE CHIARENZA is a resident of the State of California. Plaintiff
3 was employed by Defendant as a non-exempt employee in California.

4 15. Upon information and belief, Plaintiff and all aggrieved employees are covered by
5 California Industrial Welfare Commission Occupational Wage Order No. 4 -2001 (Title 8 Cal.
6 Code of Regs. § 11040.)

7 16. Plaintiff and all current and former employees are aggrieved employees within the
8 meaning of Labor Code §2699, et seq. (See Labor Code §2699(c).)

9 **B. Defendants**

10 17. Defendant ROBERT HALF INTERNATIONAL INC. is a California Corporation
11 operating in California including in the County of Los Angeles. The Defendant's California
12 address is 2884 Sand Hill Road, Suite 200 Menlo Park, CA 94025. Defendant employed Plaintiff
13 and the other aggrieved employees within California. Some of the violations alleged herein arose
14 in the County of Los Angeles, California.

15 18. The true names and capacities, whether individual, corporate, associate, or
16 otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to
17 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
18 §474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
19 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
20 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
21 capacities of the Defendants designated hereinafter as DOES when such identities become known.

22 19. Plaintiff is informed and believes, and based thereon alleges, that each of the
23 Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried
24 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of
25 the Defendants are legally attributable to the other Defendants.

26 20. The Defendants named herein as DOE 1 through DOE 10 are and were persons
27 acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one
28 or more provisions of the California Labor Code and public policy as alleged herein.

21. Furthermore, Defendants acted in all respects as the employers or joint employers of Aggrieved Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of aggrieved employees, or suffered or permitted the aggrieved employees to work, or engaged, thereby creating a common law employment relationship, with the aggrieved employees. Therefore, Defendants, and each of them, employed or jointly employed the aggrieved employees.

IV.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

22. Plaintiff and the aggrieved employees are, and at all times pertinent hereto, have been classified as non-exempt employees.

23. Upon information and belief, Plaintiff and the aggrieved employees are covered by California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal. Code of Regs. § 11040).

24. On a regular and consistent basis, Defendant engaged in a practice of failing to pay wages and overtime pursuant to Labor Code §§510, 1194, 1194.2, and 1199. Defendant instructed Plaintiff and other aggrieved employees to log the same number of hours each day regardless of the hours worked that day. This resulted in Plaintiff and the aggrieved employees not being paid at the proper corresponding rate for all hours worked and at the proper overtime rate. Plaintiff and the aggrieved employees regularly worked for over 8 hours per day and worked after regular business hours, including on client calls and meetings. However, Plaintiff and the aggrieved employee were not compensated for hours worked aside from the set hours that Defendant required them to log for payroll purposes.

25. Defendant has engaged in practices that violate Labor Code §2802. Labor Code §2802 provides that (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Here, Defendant required Plaintiff and all aggrieved employees to use their personal cellphones without

1 reimbursement in violation of Labor Code §2802.

2 26. Additionally, Plaintiff and other aggrieved employees obtained subscription
3 LinkedIn services such as LinkedIn Premium or LinkedIn Sales Navigator to succeed at their jobs.
4 These services ranged from approximately \$59.99 to \$79.99 per month. Defendant knew that
5 employees purchased these services for work-related purposes and that these services were
6 necessary to achieve Defendant's business goals. These costs constitute reimbursable expenditures
7 and losses incurred in direct consequence of the discharge of the aggrieved employees' duties, but
8 Defendant required aggrieved employees to pay for these expenses themselves.

9 27. As a result of the above violations, Defendant failed to pay Plaintiffs and all
10 aggrieved employees all wages for a biweekly payroll period within seven (7) calendar days
11 following the close of the payroll period in violation of Labor Code §§204(d) and 210. Plaintiff
12 and all aggrieved employees were paid after the seventh (7th) day following the close of the payroll
13 period in violation of these statutes. Thus, Defendant has violated Labor Code §§204(d) and 210
14 with respect to Plaintiff and all aggrieved employees.

15 28. As a result of the above violations, Defendant has failed to pay all wages due at the
16 time of termination or resignation to Plaintiff and all aggrieved employees in violation of Labor
17 Code §§201-203.

18 29. On a regular and consistent basis, for all aggrieved employees employed by
19 Defendant, Defendant has failed to comply with Labor Code §§201, 202, 203, 204(d), 210, 510,
20 1194, 1194.2, 1199, and 2802.

21 30. As a result of the acts alleged herein, Defendant is subject to civil penalties under
22 Labor Code § 2699, et seq.

23 **V.**

24 **CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**

26 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ. FOR VIOLATIONS OF**

27 **LABOR CODE §§201, 202, 203, 204(d), 210, 510, 1194, 1194.2, 1199, AND 2802**

28 31. Plaintiff realleges and incorporates by reference all previous paragraphs.

1 32. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
2 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
3 present, Defendant engaged in a practice of failing to pay wages/overtime pursuant to Labor Code
4 §§510, 1194, 1194.2, and 1199. Labor Code §510(a) states that eight hours of labor constitutes a
5 day's work and any work in excess of eight hours in one workday and any work in excess of 40
6 hours in any one workweek must be compensated at the rate of no less than one and one-half times
7 the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
8 compensated at the rate of no less than twice the regular rate of pay. Labor Code §§1194, 1194.2,
9 and 1199 require an employer to pay its employees the legal minimum wage and the legal overtime
10 compensation applicable.

11 33. Plaintiff and all other aggrieved employees were not properly compensated for
12 minimum wage and overtime at the appropriate rate of pay because Plaintiff and the aggrieved
13 employees routinely worked “off the clock.” Defendant required that Plaintiff and the aggrieved
14 employees log the same number of hours each day regardless of the hours worked that day.
15 Nonetheless, they performed compensable work outside of these hours for which they were not
16 compensated, including on client calls and meetings. Thus, Plaintiff is an aggrieved employee
17 within the meaning PAGA and Defendant has willfully violated Labor Code §§510, 1194, 1194.2,
18 and 1199 with respect to Plaintiff and all aggrieved employees.

19 34. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
20 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
21 present, Defendant has violated Labor Code §2802 with respect to Plaintiff and all aggrieved
22 employees. Labor Code §2802 provides that (a) an employer shall indemnify his or her employee
23 for all necessary expenditures or losses incurred by the employee in direct consequence of the
24 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
25 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
26 unlawful.

27 35. Here, Defendant required Plaintiff and all aggrieved employees to use their
28 personal cellphones for work without reimbursement.

1 36. Additionally, Plaintiff and other aggrieved employees obtained subscription
2 LinkedIn services such as LinkedIn Premium or LinkedIn Sales Navigator to succeed at their jobs.
3 These services ranged from approximately \$59.99 to \$79.99 per month. Defendant knew that
4 employees purchased these services for work-related purposes and that these services were
5 necessary to achieve Defendant's business goals.

6 37. Defendant did not indemnify Plaintiff and all aggrieved employees for these
7 necessary expenditures or losses in violation of Labor Code §2802. Thus, Plaintiff is an aggrieved
8 employee within the meaning PAGA and Defendant has violated Labor Code §2802 with respect
9 to Plaintiff and all aggrieved employees.

10 38. Defendant's pay policies and practices violate Labor Code §204, which requires
11 that employees paid on a weekly, biweekly, or semimonthly basis be paid no later than seven (7)
12 calendar days following the close of the payroll period (Labor Code §204(d).)

13 39. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
14 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
15 present, Defendant has violated Labor Code §204(d) and 210 with respect to Plaintiff and all
16 aggrieved employees. Defendant issues its California employees, including Plaintiff, their wages
17 more than seven (7) days following the close of the payroll period. Thus, Plaintiff is an aggrieved
18 employee within the meaning PAGA and Defendant's practice violates Labor Code §204(d) and
19 210 with respect to Plaintiff and all aggrieved employees.

20 40. Defendant has failed to pay all wages due at the time of termination or resignation
21 to Plaintiff and all aggrieved employees in violation of Labor Code §§201-203. Labor Code §203
22 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged
23 or who quits, the wages of the employee shall continue as a penalty from the due date thereof at
24 the same rate until paid or until an action therefor is commenced; but the wages shall not continue
25 for more than 30 days." Thus, as result of Defendant's faulty pay policies as described immediately
26 above, Plaintiff and all aggrieved employees left their employment with Defendant without being
27 compensated for each and every hour worked at the appropriate rate. As such, Defendant failed to
28 pay Plaintiff and the aggrieved employees all wages at the time of termination or within seventy-

two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §§201-203.

41. Defendant's violation of Labor Code Labor Code §§201, 202, 203, 204(d), 210, 510, 1194, 1194.2, 1199, and 2802 was all done on a regular and consistent basis.

42. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §2699, et seq. because of Defendant's violation of Labor Code §§201, 202, 203, 204(d), 210, 510, 1194, 1194.2, 1199, and 2802.

43. Under Labor Code §§2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

a. The applicable civil penalty provided by each provision of the Labor Code allegedly violated or, if the provision does not specifically provide for a civil penalty, then:

b. \$100 for the initial violation per employee per pay period; and

c. \$200 for each subsequent violation per employee per pay period.

44. These penalties will be allocated 75% to the Labor & Workforce Development Agency and 25% to the affected employees.

45. On November 12, 2020, Plaintiff electronically filed to the LWDA, via the State of California Labor and Workforce Development Agency/Department of Industrial Relations website (<https://dir.tfaforms.net/128>) and mailed by certified mail, return receipt requested, to Defendant, a PAGA Claim Notice setting forth the specific facts and theories of the violations alleged against Defendant, as prescribed by Labor Code §2698 et seq. (Exhibit "1"). On November 17, 2020, Defendant signed a certified mail return receipt verifying that it received Plaintiff's letter. (Exhibit "2"). Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the postmark date of the notice. Therefore, Plaintiff is entitled to commence a civil action as though the LWDA has chosen not to investigate.

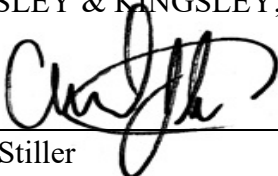
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff seeks judgment against ROBERT HALF INTERNATIONAL
3 INC. and Does 1 to 50, Inclusive, and each of them, as follows for Plaintiff and all aggrieved
4 employees:

- 5 a. For penalties and other relief pursuant to Labor Code §2698 *et seq.* for Plaintiff and
6 all other aggrieved employees;
- 7 b. For an award of prejudgment and post-judgment interest;
- 8 c. For an award providing for payment of costs of suit;
- 9 d. For an award of attorneys' fees; and
- 10 e. For such other and further relief as this Court may deem proper and just.

11 DATED: January 27, 2021

KINGSLEY & KINGSLEY, APC

12
13 By: 

14 Ari J. Stiller
15 Attorneys for Plaintiff
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EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

November 12, 2020

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Robert Half International Inc.
2884 Sand Hill Road, Suite 200
Menlo Park, CA 94025

Re: CARLIE CHIARENZA v. ROBERT HALF INTERNATIONAL INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents CARLIE CHIARENZA (“Plaintiff”) and a proposed group of current and former employees working for ROBERT HALF INTERNATIONAL INC. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code §2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an account manager, senior account manager, recruiter or similar title by ROBERT HALF INTERNATIONAL INC., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present (“aggrieved employees”).

Defendant has violated Labor Code §§510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half (1 ½) times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

Defendant maintained a policy to pay Plaintiff and all aggrieved employees hourly based on false time punches. Defendant instructed Plaintiff and other aggrieved employees to log the same number of hours each day regardless of the hours worked that day. This resulted in Plaintiff and the aggrieved employees not being paid at the proper corresponding rate for all hours worked and at the proper overtime rate. Plaintiff and the aggrieved employees regularly worked for over 9 hours per day, including “off the clock” time spent on work calls and client meetings. However, Plaintiff and the aggrieved employee were not compensated for hours worked over the set hours that Defendant required them to log for payroll purposes.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 12, 2020

Page 2 of 3

In addition, Labor Code § 2802 provides in relevant part that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes. Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones.

Additionally, it was necessary for aggrieved employees to obtain subscription LinkedIn services such as LinkedIn Premium or LinkedIn Sales Navigator to succeed at their jobs. These services ranged from approximately \$59.99 to \$79.99 per month. Defendant informed employees that these services were optional and could be purchased by the employee at his or her own expense, but they were necessary to achieve the Defendant's business goals. These are reimbursable expenditures and losses incurred in direct consequence of the discharge of the aggrieved employees' duties, but Defendant required aggrieved employees to pay for these expenses themselves.

As a result of the above wage claims, Defendant failed to pay Plaintiffs and all aggrieved employees all wages for a biweekly payroll period within seven (7) calendar days following the close of the payroll period in violation of Labor Code §§204(d) and 210. Plaintiff and all aggrieved employees were paid after the seventh (7th) day following the close of the payroll period in violation of these statutes.

Labor Code §203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

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We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201–203, 204(d), 210, 510, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: _____
Ari J. Stiller

AJS/jl

Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/295>
2. ROBERT HALF INTERNATIONAL INC. via USPS Certified Mail # 7018 1130 0001 5815 0799

EXHIBIT "2"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert Half International Inc.
2884 Sand Hill Road, Suite 200
Menlo Park, CA 94025



9590 9402 6094 0125 0614 80

2. Article Number (Transfer from service label)

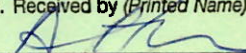
7018 1130 0001 5815 0799

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X  ☐ Agent
☐ Address

B. Received by (Printed Name)



C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery