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9 *Attorneys for Plaintiffs and the Putative Classes*

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11 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 **ADAM FLIGSTEN and JONATHAN WANG,**
14 individually and on behalf of all others similarly
situated,

15 Plaintiffs,

16 vs.

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18 **MUSICIANS INSTITUTE, INC.,** a California
19 Corporation,

20 Defendant.
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CASE NO. 21STCV38365

**DECLARATION OF JULIAN HAMMOND
IN SUPPORT OF PLAINTIFFS' MOTION
FOR ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 1, 2023
Time: 11:00 a.m.
Dept. 6

1 I, Julian Hammond, declare as follows:

2 **I. INTRODUCTION**

3 1. I am over the age of 18 and have personal knowledge of the facts set forth in this
4 declaration and could and would testify competently to them.

5 2. I am a member in good standing of the Bar of the State of California. I am licensed to
6 practice before all courts in the State of California.¹

7 3. I am the founding shareholder of the law firm HammondLaw, P.C. (“HammondLaw” or
8 “Class Counsel”) and counsel for the named Plaintiffs Adam Fligsten and Jonathan Wang (“Plaintiffs”)
9 and two classes: (1) 452 “Class Members” who were employed by Musicians Institute (“Defendant” or
10 “MI”) in California as instructors from October 19, 2017, through the date this Court grants preliminary
11 approval (“Class Period”); and (2) 134 “Reimbursement Class Members” who are all current and former
12 employees of Defendant other than Class Members who worked remotely for Defendant in California
13 during the Class Period.

14 4. I have no knowledge of the existence of any conflicting interests between my firm and
15 any of its attorneys, on the one hand, and Plaintiffs or any Class Members or Reimbursement Class
16 Members, on the other.

17 5. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of
18 Class Action Settlement. A copy of the Class Action Settlement Agreement (“Settlement Agreement”
19 or “SA”) in this matter is attached as **Exhibit 1** to the Proposed Order, filed herewith.

20 **II. ATTORNEY EXPERIENCE**

21 6. HammondLaw has been certified as Class Counsel or Co-Class Counsel in over 60 wage
22 and hour class actions, representing tens of thousands of employees, including in the Superior Courts for
23 the Counties of Alameda, Los Angeles, Sacramento, San Diego, San Francisco, Solano, Santa Clara,
24 Monterey, San Joaquin, Placer, Orange, Contra Costa, and San Bernardino, and in federal District Courts
25 in California in diversity jurisdiction cases based on state law, over the last ten years.

26 7. I graduated from the University of New South Wales with a Bachelor of Commerce in
27 1995, from the University of Technology in Sydney with a Bachelor of Law *summa cum laude* in 1999,
28 and from New York University School of Law with a Masters of Law in 2001. I founded HammondLaw

¹ I am also an active member of the Bar of the State of New York and of the Washington State Bar Association. I am also admitted to practice as a Barrister-at-Law in both the New South Wales and Victorian Supreme Courts, located in Australia.

1 in 2010. Since the founding of HammondLaw, I have devoted a substantial percentage of my practice to
2 litigating cases involving wage and hour violations, the bulk of these being class actions. My firm has
3 represented tens of thousands of employees in wage and hour class actions under California law and in
4 California courts.

5 8. Three other attorneys - Adrian Barnes, Polina Brandler and Ari Cherniak - played an
6 active role in this case.

7 9. Mr. Barnes earned his B.A in Rhetoric from the University of California at Berkeley in
8 2001, his M.A. in English Literature from University College London in 2003, and his J.D. from
9 Columbia Law School in 2007. While at law school, Mr. Barnes was a James Kent Scholar and a member
10 of the Columbia Law Review editorial board. He also won Columbia's Emil Schlesinger prize for the
11 student most proficient in labor law. Since graduation, Mr. Barnes' practice has focused on traditional
12 labor law and wage and hour and consumer class actions.

13 10. Ms. Brandler received her B.A. in history *cum laude* from the Macaulay Honors College
14 at the City University of New York in 2005, and her J.D. from the Benjamin N. Cardozo School of law
15 in 2009. After graduating from law school, Ms. Brandler clerked for the Honorable Anita H. Dymant of
16 the Appellate Division of the Los Angeles Superior Court from 2009 to 2012, and joined HammondLaw
17 shortly thereafter. During her time at HammondLaw, which is the past decade, her practice has focused
18 on wage and hour and consumer class actions. Ms. Brandler is admitted to practice law in California and
19 New York.

20 11. Mr. Cherniak received his B.S. in Philosophy *cum laude* from Towson University in 2007,
21 and his J.D. from Tulane Law School in 2011. Since 2012, Mr. Cherniak's practice has focused on wage
22 and hour and consumer class actions. Mr. Cherniak is admitted to practice law in California, Washington,
23 and Maryland.

24 12. My experience and my firm's experience in the prosecution and resolution of wage and
25 hour class actions, and particularly wage and hour class actions on behalf of instructors, was a significant
26 factor in this case proceeding to early mediation and favorable settlement.

27 **HammondLaw's Experience Representing Instructors**

28 13. This is one of a series of cases brought by HammondLaw, which has been representing
instructors in unpaid wage cases since 2016. HammondLaw has represented full and part-time instructors
and secured court-approved settlements in nearly 30 wage and hour class actions. HammondLaw recently
litigated one such case—*Gola v. University of San Francisco*, No. CGC-18-565018 (San Francisco
Super. Cty. Ct.)—all the way through trial.

1 14. Class Counsel’s broad collective experience in the prosecution and resolution of wage
2 and hour class action litigation, specifically on behalf of California instructors enabled Counsel to
3 efficiently assess the value of the claims of Class Members and Reimbursement Class Members and to
4 obtain an efficient settlement.

5 **III. OVERVIEW OF THE LITIGATION**

6 **A. Procedural History**

7 15. On October 19, 2021, Plaintiffs filed a class action complaint alleging five causes of
8 action: (i) failure to pay for all hours worked in violation of Labor Code § 1194 and Wage Order No. 4-
9 2001 § 4, (ii) failure to authorize and permit paid rest periods, and failure to pay missed rest period
10 premiums, in violation of Labor Code § 226.7 and Wage Order No. 4-2001 §§ 4, 12; (iii) failure to issue
11 accurate itemized wage statements in violation of Labor Code § 226(a), (e); (vi) failure to reimburse
12 business-related expenses, in violation of Labor Code § 2802; and (v) a UCL claim.

13 16. In their complaint, Plaintiffs noted that in April 2019 an instructor named Vincent
14 Tagliarino filed a Complaint in arbitration captioned *Tagliarino v. Musician’s Institute, Inc.*, Judicate
15 West Case No. A268536-46, alleging (a) unpaid wage violations under Labor Code §§ 1194 and 510;
16 (b) meal and rest break violations under Labor Code § 226.7 and 512; (c) wage statement violations
17 under Labor Code § 226; (d) waiting time penalties under Labor Code § 203; (e) unreimbursed expenses
18 under Labor Code § 2802; and (f) claims for PAGA Penalties, on behalf of 503 instructors. MI settled
19 that case on a claims-made basis for \$1,800,000 for a time period spanning January 1, 2015 to December
20 28, 2020 (“*Tagliarino Settlement*”). According to Defendant, 255 Class Members, who worked 16,367
21 pay periods during the Class Period, submitted claim forms and receive payment under the *Tagliarino*
22 Settlement.

23 17. In addition to their claims on behalf of Class Members, Plaintiffs allege that MI required
24 Reimbursement Class Members to work from home during the Class Period but failed to fully reimburse
25 their remote work expenses in violation of Labor Code § 2802.

26 18. On September 1, 2021, Plaintiff Fligsten submitted a PAGA Notice to the LWDA
27 attached as **Exhibit 1**. On November 3, 2021, Plaintiff Fligsten submitted an Amended PAGA Notice
28 attached as **Exhibit 2** to correct the spelling of Defendant’s name. On November 5, 2021, Plaintiffs filed
their First Amended Complaint adding a sixth cause of action for civil penalties pursuant to PAGA.

 19. Shortly after the filing of the FAC, the parties agreed to engage in informal discovery and
attend mediation. In advance of mediation, Defendant produced: class data including class sizes and pay
periods; Plaintiffs’ respective personnel files; documents and data relating to the *Tagliarino Settlement*

1 including class size, pay periods, claims rate, and the pleadings filed in the arbitration; Faculty
2 Handbooks; Employee Handbooks; wage statements and course data for Plaintiff Fligsten; and,
3 spreadsheets showing reimbursements made to Class Members and Reimbursement Class Members
4 including the type of expenses submitted for reimbursement and the dollar amount of each
5 reimbursement.

6 20. Plaintiffs also conducted their own investigation, performed an online survey of Class
7 Members, and gathered additional documents and data, including MI's policy regarding pay for testing
8 and grading, exemplar time sheets and wage statements, directions provided to Class Members for
9 completing paysheets, and MI's reimbursement policies. Plaintiffs performed a detailed analysis of the
documents and data produced by Defendant in advance of mediation.

10 21. On April 6, 2022, the parties attended a full-day mediation with Lisa Klerman, a highly
11 respected mediator. Prior to the mediation, the parties submitted detailed briefs, supported by the
documents obtained in informal discovery. The parties were unable to reach settlement at mediation.

12 22. In May 2022, Plaintiffs served formal discovery necessary for class certification including
13 Special Interrogatories, Requests for Production, Requests for Admission, and Form Interrogatories.
14 Defendant responded on August 18, 2022, and over the following months, the parties met and conferred
15 extensively, entered into a Stipulated Protective Order, and completed the *Belair-West* Notice process.
16 In response to Plaintiffs' Requests for Production, Defendant produced over 1,400 pages of documents.

17 23. On July 18, 2022, Defendant filed its Motion to Strike Plaintiffs' class claims arising prior
18 to the December 28, 2020 final approval order entered by the arbitrator in the *Tagliarino* case on the
19 grounds that the final approval order in *Tagliarino* had *res judicata* effect and barred Plaintiffs from
20 litigating any claims that were raised, or could have been raised, in the *Tagliarino* case. Plaintiffs opposed
21 MI's motion on the grounds that the arbitrator did not have jurisdiction to enter a class-wide order in the
22 *Tagliarino* case, and that the Final Approval Order was unenforceable because it was never confirmed
by any Court. On September 22, 2022, the Court denied Defendant's Motion to Strike.

23 24. Plaintiffs believed that while Defendant could not strike Plaintiffs' claims based on the
24 *Tagliarino* Settlement, Defendant could offset any recovery obtained by Plaintiffs by the dollar amount
25 that it paid out the 225 CMs who received payments. Accordingly, for settlement purposes, Plaintiffs
gave no value to the 16,367 pay periods which were included in the *Tagliarino* settlement.

26 25. On October 21, 2022, Defendant filed an Answer asserting 52 affirmative defenses,
27 including that (a) the "Court lacks subject matter jurisdiction to adjudicate this action because all disputes
28 arising out of or related to Plaintiffs' employment are subject to Plaintiffs' agreement to submit such

1 disputes to binding individual contractual arbitration, and any contrary state laws operating to defeat such
2 arbitration are preempted by the Federal Arbitration Act, 9 U.S.C. section 1, *et seq.*”;² (b) Plaintiffs are
3 not entitled to statutory penalties because Defendant did not “knowingly and intentionally fail to comply
4 with Labor Code section 226”; (c) Class Members were not injured by Defendant’s alleged failure to
5 comply with Section 226(a); (d) Defendant did not suffer or permit Class Members to perform off-the-
6 clock work; (e) Defendant did authorize and permit Class Members to take timely off-duty rest breaks
7 and if any Class Member missed rest breaks they did so of their own volition; (f) the class is not certifiable
8 because it would be unmanageable and there is not sufficient commonality; and (g) Plaintiffs’ class and
9 PAGA claims “are barred by the settlement and release approved in *Vincent B. Tagliarino, et al. v.*
10 *Musician’s Institute, Inc. et al.* (Judicate West Case No. A268535).”

11 26. While the parties were engaged in discovery, the parties continued to discuss settlement.
12 In June 2023, the parties entered into the Settlement Agreement now presented to this Court for approval.
13 On July 27, 2023, Plaintiffs filed their Second Amended Complaint, adding class causes of action for
14 meal breaks, waiting time penalties, and overtime.

15 **Facts Relevant to Class Claims**

16 27. Defendant is a for-profit college of contemporary music that offers Certificates, Associate
17 degrees, and Bachelor degrees, and employs Class Members as instructors to teach the courses and
18 private lessons offered at its campuses. Class Members are paid on an hourly basis and are non-exempt
19 employees.

20 28. During the Class Period, MI maintained a timekeeping policy that required CMs to record
21 all hours worked and submit them to a supervisor for review. MI’s timekeeping policy forbade working
22 “off the clock” and required advance pre-approval for any overtime or off-schedule hours. Plaintiffs
23 allege that, although MI allowed CMs to seek preapproval for time spent performing non-teaching tasks,
24 such as class preparation, attending meetings, continuing education, and other administrative tasks, and
25 forbade CMs from working any unapproved hours, CMs rarely sought preapproval because it was too
26 difficult to predict the tasks they would need to perform and the time these tasks would take.

27 29. Plaintiffs also alleged that, during the Class Period, MI had a policy of paying CMs a set
28 amount of time for grading assignments, quizzes, or tests, regardless of the time actually spent on those

² The Arbitration Agreement referenced by MI provided for “arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment” with Defendant.

1 tasks, which resulted in CMs performing unpaid work because these tasks frequently took more than the
2 time allotted by MI.

3 30. During the Class Period, MI maintained a rest break policy providing for “a ten (10)
4 minute rest break for every four (4) hours of work performed (or major fraction thereof).” MI also
5 maintained a meal break policy providing that “employees who work five (5) hours or more in a day
6 must take a minimum thirty (30) minute unpaid meal period to begin no later than the end of the fifth
7 hour of work.” However, Plaintiffs allege that MI maintained policies and practices that ensured that
8 Class Members were unable to take off-duty rest and meal breaks because Class Members were required
9 to be available to students as needed including during class break time and to spend breaks between
10 classes preparing for the next class or lessons.

11 31. As a result of MI’s failure to track all time actually spent grading assignments, quizzes,
12 or tests, Plaintiffs allege that wage statements issued to Class Members failed to include the accurate
13 number of hours worked. Plaintiffs also allege that MI failed to include all of the hours recorded during
14 each pay period in the “total work hours” column; rather, MI only included hours on certain tasks (such
15 as teaching and prep time) but not other tasks (such as private lessons or admin work). Starting in April
16 2021, MI began issuing wage statements with the correct “total work hours” recorded.

17 32. Plaintiffs further allege that, as a result of failing to pay Class Members for all hours
18 worked, MI also failed to pay CMs all wages due and owing to them upon discharge from employment.

19 33. Finally, Plaintiffs allege that on or about March 4, 2020, MI closed its campus due to the
20 Covid-19 pandemic. Following the closure of its campus, and until the start of Fall 2021 semester, MI
21 required CMs and Reimbursement CMs to work remotely. MI allowed CMs and Reimbursement CMs
22 to request reimbursement for out-of-pocket expenses, and paid a total of \$103,381.95 in reimbursement
23 during this period. MI also notified CMs and Reimbursement CMs that they could seek a one-time
24 stipend of up to \$400 for home internet. However, Plaintiffs allege that these amounts were insufficient
25 to cover all of the home office expenses incurred by CMs and Reimbursement CMs.

26 IV. PLAINTIFFS’ DAMAGES ANALYSIS

27 34. Plaintiffs calculated MI’s maximum and realistic liability as follows:

28 **Unpaid Wages – Labor Code § 1194 and 510 and FLSA (29 U.S.C. § 216(b))**

35 35. As stated above, Plaintiffs alleged that MI failed to pay CMs for tasks performed outside
36 of the time spent providing instruction. Plaintiffs also allege that, throughout the Class Period, MI paid
37 CMs only for a set amount of time for grading regardless of how long it actually took to perform these
38 tasks. Based conversations with Plaintiffs, Plaintiffs estimate that CMs spent an average of 5 hours per

1 pay period performing unpaid work. According to Defendant, CMs worked approximately 31,240 pay
2 periods that were not released by the *Tagliarino* settlement. The average minimum wage during the Class
3 Period was \$14.00. Thus, CMs' unpaid wages are (31,240 weeks x 5 hours per pay period x \$14) which
4 equals \$2,186,800.

5 36. Based on conversations with Plaintiffs, and review of Plaintiffs' time records, Plaintiffs
6 believe there were very few instances of CMs working overtime and not being paid for it. Accordingly,
7 Plaintiffs did not value this claim for settlement purposes.

8 37. **Class Certification Discount:** Plaintiffs applied a 50% discount for MI's contention that
9 individualized issues would predominate because determining whether, and how much, unrecorded time
10 CMs worked, would vary widely depending on what classes CMs taught, how many classes they taught,
11 and whether CMs had previously taught that class; and how many quizzes and tests each CM graded,
12 often CMs graded, how much time each quiz or test took to grade. This reduced MI's exposure to
13 \$1,093,400.

14 38. **Merits Discount:** As to the merits, Plaintiffs applied a further 50% discount for the risk
15 that 5 hours of unpaid work per pay period was overinflated, given that many courses are taught by CMs
16 who taught the course in previous semesters and therefore have to perform little preparation work or
17 spend time grading; and for MI's contention that it instructed CMs to record all of their hours worked
18 and paid them for all hours recorded, so any hours worked off-the-clock were not performed under MI's
19 control. After applying these discounts, for settlement purposes, Plaintiffs calculated MI's realistic
20 exposure on the unpaid wage claim as **\$546,700**.

21 **Rest Break Claims – Labor Code § 226.7**

22 39. As stated above, Plaintiffs allege that although MI maintained a valid rest break policy,
23 MI imposed uniform policies and procedures that impeded Class Members from taking rest breaks.
24 Plaintiffs estimated, based on a review of their class schedules, and survey responses, that CMs taught
25 on average two classes per week, or a total of 124,960 classes during the 31,240 pay periods that were
26 not paid under the *Tagliarino* settlement. Based on survey responses, Plaintiffs estimated that 83% of
27 classes were 3.5-hour or longer (103,716 classes); and CMs spent their class breaks talking with students
28 or otherwise on-duty during 60% of those classes, or 62,230 classes. Plaintiffs calculated Defendant's
maximum exposure on this claim, using the hourly rate of \$25 (which is the hourly rate paid to Plaintiff
Wang), to be \$1,555,752.

40. **Class Certification:** Plaintiffs applied a 50% discount to MI's maximum exposure for
rest breaks for MI's contention that individualized issues would predominate in that MI maintained a

1 complaint rest break policy, and CMs could have taken a timely off-duty rest break had they chosen to,
2 so any CMs who did not take breaks were not following policy. MI also contended that it did not maintain
3 break records, and some CMs took breaks, while others did not. This reduced MI's liability to \$777,876.

4 41. **Merits:** As to the merits, MI also contended that it had a compliant rest break policy
5 applicable to CMs, and any missed rest breaks were the results of the CMs choice and not MI's policies
6 requiring CMs to work through any class break times. Plaintiffs applied a 50% reduction for these risks,
7 which reduced MI's realistic exposure to **\$388,938**.

8 **Meal Break Claims - Labor Code §§ 512 and 226.7**

9 42. As stated above, Plaintiffs allege that although MI maintained a valid meal break policy,
10 MI imposed uniform policies and procedures that impeded Class Members from taking meal breaks.
11 Plaintiffs estimated that approximately 25% of 124,960 classes taught by CMs were 5 hours or longer,
12 or 31,240 classes. Plaintiffs assumed that CMs spent part of their meal break time talking with students
13 or otherwise not off duty during 60% of those classes (the same violation rate applied to the rest break
14 claim), or 18,744 classes. Plaintiffs calculated Defendant's maximum exposure on this claim, using the
15 hourly rate of \$25, to be \$468,600.

16 43. **Class Certification and Merits Discounts:** Plaintiffs applied the same 50% discount for
17 the risk that a class would not be certified because CMs taught different courses on different days with
18 different class lengths, and Defendant might successfully argue that individual inquiries would be
19 necessary to determine whether CMs were able to take meal breaks. Plaintiffs applied a further 50%
20 discount on the merits, for the risk that CMs were permitted to take compliant meal periods, and if they
21 failed to do so it was as a matter of choice. These discounts reduced MI's realistic exposure on the meal
22 break claim to **\$117,150**.

23 **Wage Statement Claims - Labor Code §§ 226(a), (e)**

24 44. Plaintiffs allege that during the Class Period, as a result of MI's failure to track all time
25 worked by CMs, including time actually spent grading, and preparation time, the wage statements issued
26 to Class Members did not include the accurate number of hours worked during each period in which a
27 CM performed these tasks.

28 45. Plaintiffs also allege that MI failed to include all of the hours recorded each pay period in
the "total work hours" column; rather, MI only included hours on certain tasks (such as teaching and
prep time) but not other tasks (such as private lessons or admin work). Starting in April 2021, MI started
issuing wage statements that included all hours recorded each pay period in the "total hours" column.

1 46. Plaintiffs alleged that Defendant's practice with respect to the information included (and
2 omitted) on the wage statements was not a result of an unintentional payroll error, or clerical mistake,
3 but rather a result of Defendant's regular compensation policies and practices. As such, the violation of
4 Labor Code § 226(a) was knowing and intentional. Plaintiffs also alleged that CMs suffered injury as a
5 result, because they could not determine from the wage statements alone the number of actual hours
6 worked, or an applicable hourly rate.

7 47. Plaintiffs calculated Defendant's liability under Labor Code § 226(e) as follows: Plaintiff
8 estimated that MI issued a total of 7,025 wage statements between October 19, 2020 and the end of the
9 Class Period to approximately 171 CMs. Assuming a 100% violation rate, Plaintiffs multiplied 171 initial
10 pay periods by a \$50 penalty (\$9,100) and a subsequent 6,854 wage statements by a \$100 penalty, for
11 total statutory damages of \$702,500

12 48. **Class Certification Discounts:** Plaintiffs applied a 50% discount for class certification
13 because the wage statement claims were largely derivative of Plaintiffs' off-the-clock work claims from
14 April 2021 and on. This reduces MI's exposure to \$321,500.

15 49. **Merits Discounts:** MI contended that it could not be liable for issuing inaccurate wage
16 statements because CMs were required to record all of their hours worked and MI never knowingly and
17 intentionally failed to provide accurate wage statements. *See Naranjo v. Spectrum Security Services,*
18 *Inc.*, 88 Cal. App. 5th 937 (2023) (recognizing that employer's good faith belief that it is not violating
19 Section 226 precludes a finding of knowing and intentional violation required for awarding penalties
20 under Section 226(e)). MI contended that, as a result, it could not be liable for issuing inaccurate wage
21 statements. MI also contended that the maximum applicable statutory penalty was the initial penalty of
22 \$50 per wage statement because Plaintiffs had not established that Defendant ever received notice from
23 the labor commissioner or a court, and so there are arguably no "subsequent" violations. Plaintiffs applied
24 a 50% reduction for these risks which reduced MI's realistic exposure on this claim to **\$175,625**.

25 **Waiting Time Penalties - Labor Code § 203**

26 50. Plaintiffs allege that as a result of its failure to pay for hours worked, and failure to pay
27 premium pay, MI owes CMs waiting time penalties pursuant to Labor Code § 203. Plaintiffs calculated
28 MI's maximum liability on this claim as follows: Plaintiffs calculated CMs' daily rate as \$100 by
multiplying the average number of hours taught each day (4) by the average hourly rate (\$25). According
to Defendant, there are 189 CMs who no longer work for MI. Thus, the penalty for all 189 discharges is
(\$100 daily rate * 30 days late * 189 former CMs) which equals **\$567,600**.

1 51. **Certification Discount:** Plaintiffs applied a 50% discount for class certification because
2 this claim is derivative of Plaintiffs' unpaid wage claims. This reduces MI's exposure to \$283,500.

3 52. **Merits Discount:** Plaintiffs applied a 50% discount on the merits because this claim is
4 derivative of Plaintiffs' unpaid wage claims; and for Defendant's defense that it had a good faith dispute
5 that CMs were not owed any unpaid wages which could negate the willfulness requirement of Labor
6 Code § 203. Applying this discount, for settlement purposes, the realistic value of the penalties is reduced
7 to **\$141,750**.

8 **Unreimbursed Expenses Claim - Labor Code § 2802**

9 53. Plaintiffs alleged that, starting in March 2020, MI closed its campus due to the Covid-19
10 pandemic, and required almost all of employees to work remotely. Plaintiffs contend that under Labor
11 Code § 2802, CMs were entitled to be compensated for all work expenses necessarily incurred as a result
12 of working remotely.

13 54. According to Defendant, 171 CMs worked remotely during 8,430 pay periods during the
14 Class Period. Plaintiffs estimated that the CMs (many of whom were part-time instructors) incurred
15 approximately \$60 per month in remote work expenses, including \$45 per month in cell phone and
16 internet work-related costs, and \$15 per month in electricity work-related costs, or \$252,900.

17 55. **Class Certification Risk:** Plaintiffs applied a 50% discount for the argument that
18 individualized issues would predominate as to Plaintiffs' unreimbursed expense claims as well because
19 there varying practices with regard to which expenses CMs incurred, whether such expenses were
20 "necessary" or "reasonable", whether CMs sought reimbursement for such expenses, and whether MI
21 approved such requests. This reduced MI's exposure to \$126,450.

22 56. **Merits Risk:** As to the merits, Plaintiffs applied a further 50% discount based on
23 anticipated arguments that even if expenses were incurred, they were voluntary and/or minimal; that MI
24 had a written reimbursement policy applicable to CMs under which CMs could seek a one-time \$400
25 stipend for internet expenses, and could request and receive reimbursement for other expenses; and that
26 MI in fact paid a total of \$103,381.95 in reimbursement during this period. This reduced realistic damages
27 to **\$63,225**.

28 **CMs Maximum Damages and Realistic Exposure**

 57. Plaintiffs calculated maximum damages (excluding interest and PAGA) for the Class as
\$5,382,102, and realistic exposure as \$1,433,388, as follows:

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Labor Code Section	Maximum Damages	Realistic Exposure
Unpaid Wages (§§ 226.2, 1194)	\$2,186,800	\$546,700
Rest Breaks (§ 226.7)	\$1,555,752	\$388,938
Meal Breaks	\$468,600	\$117,150
Wage Statements (§§ 226(a), (e))	\$702,500	\$175,625
Waiting Time Penalties	\$567,000	\$141,750
Unreimbursed Expenses (§ 2802)	\$252,900	\$63,225
TOTAL	\$5,382,102.00	\$1,433,388.00

58. The 95% of the Gross Settlement (\$855,000) allocated to CMs represents 16% of Defendant's maximum exposure to the Class and 60% of its realistic exposure. Under the Settlement Agreement, if approved as submitted, \$500,000³ will be available for distribution among the two Classes (after deductions of fees, costs, incentive award, Administration fees, and PAGA payments). Of this amount, \$475,000 will be allocated to the Class on a *pro rata* basis based on the number of pay periods worked during the Class Period. Pay periods for which CMs received payment from the *Tagliarino* Settlement will be given 5% of the value of the pay periods not included in the *Tagliarino* settlement. The value of each pay period not released under *Tagliarino* is \$14.44 net ⁴ and \$26 gross⁵ and the value of each pay period that was released under the *Tagliarino* settlement is \$1.45 net ⁶ and \$2.61 gross.⁷ The average net recovery is \$1,050.88⁸ and the average gross recovery is \$1,891.59.⁹ The estimated highest payment a CM can expect to receive is approximately \$2,051.¹⁰ These are significant recoveries when considering the fact that, according to Defendant, over half of the Class, and over 1/3 of the pay periods,

³ The Net Settlement amount allocated to both classes after deduction of fees (up to \$315,000) and costs (\$25,000); enhancement awards to Plaintiffs (\$15,000); settlement administration costs (\$20,000); and PAGA penalties (\$30,000).

⁴ (\$475,000 * 0.95 = \$451,250). (\$451,250 / 31,240 pay periods) = \$14.44

⁵ (\$855,000 * 0.95 = \$812,250). (\$812,250 / 31,240 pay periods) = \$26.00

⁶ (\$475,000 * 0.05 = \$23,750). (\$23,750 / 16,367 pay periods) = \$1.45

⁷ (\$855,000 * 0.05 = \$42,750). (\$42,750 / 16,367 pay periods) = \$2.61

⁸ \$475,000 / 452 Class Members

⁹ \$855,000 / 452 Class Members.

¹⁰ \$14.44 per pay period * 2 pay periods per month * 71-month Class Period

1 were paid under the *Tagliarino* Settlement. In my experience, this settlement is fair, adequate, and
2 reasonable for the Class.

3 **Reimbursement Class Claims (Lab. Code § 2802):**

4 59. As stated above, starting on March 4, 2020, as a result of COVID-19, MI expected and
5 required all Reimbursement CMs to work remotely from home, and to incur home office expenses,
6 including home internet and cell phone costs. Plaintiffs contend that under Labor Code §2802,
7 Reimbursement CMs were entitled to be compensated for such expenses incurred in order to carry out
8 their job duties from home, in violation of Labor Code § 2802.

9 60. Plaintiffs calculated Defendant's maximum potential liability for unreimbursed business
10 expenses as follows: According to Defendant, Reimbursement CMs worked a total of 4,212 pay periods
11 during the Reimbursement Class Period. Plaintiffs estimate that Reimbursement CMs (many of whom
12 were full time) incurred \$120 per month in home office expenses (including \$90 per month in cell phone
13 costs and \$30 per month in electricity) for a total of \$252,720 for all 134 Reimbursement CMs.

14 61. **Class Certification and Merits Risks:** Plaintiffs applied a 50% discount for the risk that
15 varying practices with regard to incurring expenses by Reimbursement CMs present an obstacle to class
16 certification, which reduced MI's exposure to \$126,360. Plaintiffs applied a further 50% discount on the
17 merits for the risks that: not all expenses incurred by each Reimbursement CM were "necessary" or
18 "reasonable"; that MI had a written reimbursement policy applicable to Reimbursement CMs under
19 which they could seek a one-time \$400 stipend for internet expenses, and could request and receive
20 reimbursement for other expenses; and that MI in fact approved over \$100,000 in reimbursement
21 requests. This reduced MI's realistic exposure to **\$63,180**.

22 62. Under the Agreement, 5% of the Gross Settlement (\$45,000) is allocated to the
23 Reimbursement Class. This represents 18% of Defendant's maximum exposure, and 71% of its realistic
24 exposure. Reimbursement Class Members will be paid on a *pro rata* basis based on the number of pay
25 periods they worked during the Reimbursement Class Period. 5% of the NSA (approximately \$25,000)
26 will be allocated to Reimbursement CMs and paid *pro rata* based on the number of pay periods they
27 worked during the Reimbursement Class Period. The average payment per Reimbursement Class
28 Member is \$335.82 gross¹¹ and \$186.57 net.¹² The value of each pay period is \$5.94 net¹³ and \$10.68

26 ¹¹ \$45,000 / 134 Reimbursement Class Members

27 ¹² \$25,000/ 134 Reimbursement Class Members

28 ¹³ \$25,000 / 4,212 pay periods

gross.¹⁴ A Reimbursement Class Member who worked for the entire Reimbursement Class Period can expect to receive approximately \$249.29.¹⁵ These amounts are significant and fair in light of Defendant’s defenses to Plaintiffs’ claim for work-from-home expenses.

PAGA Allocation is Fair and Reasonable

63. Plaintiffs calculate that the Class worked approximately 6,440 pay periods during the PAGA Period, and the Reimbursement Class worked 3,622 pay periods during the PAGA Period. Using a penalty of \$100 per pay period (because Defendant never received notice from the Labor Commissioner or the Court so there are arguably no “subsequent” violations) Defendant’s maximum exposure in PAGA Penalties is \$1,006,200 (assuming the Court would not allow “stacking” of PAGA penalties for each separate Labor Code violation).

64. The \$30,000 allocated to PAGA represents 3% of Defendant’s maximum exposure to PAGA penalties. This allocation is fair and reasonable because several factors significantly mitigate assessment of PAGA penalties in this case.

65. First, the overall settlement resulted in robust relief for each Class which is what courts look at when assessing the amount attributed to PAGA penalties. In *Gola v. University of San Francisco*, No. CGC-18-565018 (San Francisco Cnty. Super. Ct. March 3, 2021) a recent case brought by HammondLaw on behalf of instructors, the court found that substantial monetary relief in form of statutory penalties under § 226(e) (and fees and costs plaintiff would seek) acted as a sufficient punishment and deterrent, and awarded only 15% of the full PAGA penalties—and this was a case where defendant did not change any of its practices to comply after the lawsuit was filed.

66. Second, the Court could reduce any award of PAGA penalties as “unjust, arbitrary and oppressive, or confiscatory” under Labor Code § 2699(e)(2) on the theory that MI operated in good faith and reasonably believed it was in compliance with the Labor Code.

67. Third, Defendant contended that Plaintiffs’ claims for PAGA Penalties would fail for the same reasons the underlying Labor Code claims would fail.

68. Fourth, although class certification requirements do not apply to PAGA claims, such claims can be stricken if they are found to be unmanageable, and because only CMs who actually incurred unpaid wages, unpaid premium pay, or unreimbursed expenses during a particular pay period could

¹⁴ \$45,000 / 4,212 pay periods

¹⁵ \$5.94 per pay period * 2 pay periods per month * 42-month remote work period

1 recover PAGA penalties for those violations, Defendant could have disputed that there is a manageable
2 way to determine who was entitled to such penalties.

3 69. Finally, Plaintiffs' allocation of 3% of the PAGA penalties is comparable to (or more
4 than) PAGA allocations in similar cases that received final approval from California Superior Courts
5 including *Carr et al v Konica Minolta Business Solutions U.S.A., Inc.*, Case No. 21CV001245 (Alameda
6 County Superior Court) (June 27, 2023) (finally approving \$30,000 allocated to PAGA penalties
7 representing 2% of Defendant's total exposure to PAGA penalties of \$1,318,800); *Harris v. Southern*
8 *New Hampshire University*, Case No. RG21109745 (Alameda County Superior Court, May 17, 2023)
9 (finally approving \$30,000 allocated to PAGA penalties representing 2% of Defendant's total exposure
10 to PAGA penalties of \$ \$1,568,300); *Castillo v Holy Names University*, Case No. HG21097245
11 (Alameda County Superior Court) (May 2, 2023) (finally approving \$30,000 allocated to PAGA
12 penalties representing 2% of Defendant's total exposure to PAGA penalties of \$ \$1,525,600); *Marantz*
13 *v Laguna College of Arts & Design*, Case No. 30-2021-01194814-CU-OE-CXC (Orange County
14 Superior Court) (April 21, 2023) (finally approving \$20,000 allocated to PAGA penalties representing
15 2% of Defendant's total exposure to PAGA penalties of \$804,700); *Glor v iHeart Media +*
16 *Entertainment*, Case No. 22CV005286 (Alameda County Superior Court) (February 14, 2023) (finally
17 approving \$30,000 allocated to PAGA penalties representing 1.8% of Defendant's total exposure to
18 PAGA penalties of \$1,659,300); *Burleigh v. Brandman University*, Case No. 30-2020-01172801-CU-
19 OE-CXC (Orange County Superior Court) (January 27, 2023) (finally approving \$35,000 allocated to
20 PAGA penalties representing 1.7% of Defendant's total exposure to PAGA penalties of \$2,024,233);
21 *Sweetland-Gil v University of the Pacific*, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County
22 Superior Court) (March 4, 2022) (finally approving \$30,000 allocated to PAGA penalties representing
23 1.6% of Defendant's total exposure to PAGA penalties of \$1,517,700); *Pillow et al. v. Pepperdine*
24 *University*, Case No. 19STCV33162 (Los Angeles Superior Court)(July 28, 2021) (finally approving
25 PAGA allocation of \$15,000, representing 1% of the maximum \$1,619,200 in PAGA penalties); *Moore*
26 *et al v Notre Dame De Namur University*, Case No. 19-CIV-04765 (San Mateo County Superior Court)
27 (July 1, 2021) (finally approving PAGA allocation in the amount of \$12,000, representing 1.9% of the
28 maximum \$631,300 in PAGA penalties); *Mooiman et al. v Saint Mary's College of California*, Case No.
C19-02092 (Contra Costa County Superior Court) (June 10, 2021) (finally approving \$30,000 PAGA
allocation representing 1% of the maximum \$649,200 in PAGA penalties, and explaining that "the record
indicates that defendant changed many of the policies at issue before the action was brought, that there
is a substantial monetary award which in part serves the deterrent function of a penalty, and that

1 defendant had some arguments of “good faith,” that would mitigate penalties”); and *Harris-Foster v.*
2 *University of Phoenix*, Case No. RG19019028 (Alameda County Superior Court) (March 17, 2021)
3 (finally approving \$50,000 PAGA allocation, representing 1.5% of maximum \$3,173,200 in PAGA
4 penalties).

5 **V. FAIRNESS, ADEQUACY, AND REASONABLENESS OF SETTLEMENT**

6 70. Based on my experience with similar class actions and my investigation, research, and
7 knowledge of the specific facts and legal issues in this case, I believe that the Settlement is fair, adequate,
8 reasonable, and appropriate. This conclusion is based on my knowledge of the strength and weaknesses
9 of the claims asserted by Plaintiffs, Defendant’s defenses, facts learned during informal discovery as well
10 as the facts learned during my firm’s research and investigation, and the typical risks associated with
11 further litigation, as well as the risks associated with MI’s contention that CMs entered into arbitration
12 agreements that barred Plaintiffs’ class claims.

13 71. If the parties continued to litigate this case, the trial court would rule on the enforceability
14 of the arbitration agreement to Plaintiffs’ class claims. Assuming Plaintiffs won, they would proceed to
15 file a contested motion for class certification. Whichever claims cleared that hurdle would potentially
16 face pre-trial dispositive motions, and whichever claims cleared that hurdle would face trial. Even if
17 Plaintiffs won at trial, any award would likely be offset by the payments made to the 255 CMs under the
18 *Tagliarino* Settlement. Regardless of the outcome at trial, the losing party would likely appeal. This
19 process would take years to resolve.

20 72. The settlement avoids these risks associated with the complexities of this litigation.
21 Instead, this settlement provides an early resolution of a dispute, and all Class Members will obtain a
22 recovery in the relatively near future if the settlement is finally approved.

23 **VI. ATTORNEYS’ FEES AND COSTS**

24 73. The Settlement Agreement provides that Defendant will not oppose a request for
25 attorney’s fees of up to 35% of the Gross Settlement (i.e., \$315,000). This is fair, reasonable and adequate
26 to compensate Class Counsel for the substantial work they have already done to prosecute this Action,
27 the risk they assumed in agreeing to take the case in the first place, the great expense spared to the Class
28 by Class Counsel having achieved a successful resolution, and the continued time and expense that Class
Counsel will incur by administering the fair distribution of the settlement fund should this Court grant
the settlement’s approval.

74. Class Counsel agreed to represent Plaintiffs on behalf of the putative Classes on a
contingency basis, and further agreed to advance all litigation costs. Our significant financial outlays

1 would have been entirely lost if the case were not won, and the amount of Class Counsel's time that
2 would have remained uncompensated in that event would have been substantial. Class Counsel also took
3 on this case despite the known risks associated with Plaintiffs' class allegations as described above and
4 the unpredictable risks that are common to most complex employment class actions that develop only
5 over the course of the litigation. Class Counsel was able to obtain a very favorable settlement for the
6 Classes.

7 75. Our firm has spent significant time litigating this case, including interviewing Plaintiffs
8 and putative Class Members, reviewing documents provided by Plaintiffs prior to and after case initiation
9 and information obtained by our firm through our own research, filing a detailed complaint and two
10 amended complaints, engaging in discovery, drafting a detailed mediation brief, attending a full-day
11 mediation, briefing a Motion to Strike, negotiating the settlement, drafting the preliminary approval
12 papers, and planning and strategizing throughout the case. Further, we will spend many additional hours
13 obtaining preliminary approval, overseeing the notice process, answering questions from Class
14 Members, preparing the final approval papers, attending the final approval hearing, and overseeing the
15 distribution of the settlement funds.

16 76. The Settlement Agreement's award of litigation costs of up to \$25,000 is intended for
17 commonly reimbursed out-of-pocket cost incurred by my firm, including filing and process-serving fees,
18 expenses related to court appearances, copying, legal and other research charges, and the professional
19 fees paid to Lisa Klerman for a full-day mediation session, which was essential in reaching the
20 Settlement.

21 77. If the Court grants Preliminary Approval and authorizes the dissemination of notice of the
22 settlement to the class, Class Counsel will file a Motion for Attorneys' Fees and Costs and Service
23 Awards for Class Representatives that will be scheduled to be heard concurrently with the Motion for
24 Final Approval. If the Settlement is given preliminary approval by the Court, our firm will need to expend
25 additional hours and will incur additional costs preparing and filing the motion for final approval and the
26 motion for attorneys' fees and reimbursement of litigation costs, coordinating with the Settlement
27 Administrator, and answering calls and questions from Class Members.

28 78. Class Counsel will submit their lodestar and costs breakdown with their motion for
attorneys' fees and costs, which will be noticed to be heard at the same time as the final approval motion.

VII. PLAINTIFFS' SERVICE AWARDS

79. The request for Service Awards of \$7,500 to Plaintiff Fligsten and \$7,500 to Plaintiff Wang is reasonable and fair. The Service Awards are intended to compensate Plaintiffs for the critical

1 role they played in this case and the substantial time, effort, and risks they undertook to secure the result
2 obtained on behalf of the Settlement Classes. Plaintiffs formally agreed to accept the responsibility of
3 representing the interests of all Class Members. Plaintiffs diligently assisted Class Counsel in the
4 investigation for the case and in seeking informal discovery. They assisted in preparing and evaluating
5 the case for mediation, and provided Class Counsel with guidance to evaluate and approve the proposed
6 settlement on behalf of the Settlement Classes. Plaintiffs' participation and assistance was critical to the
7 success of this litigation and the enforcement of Labor Code protections. Without Plaintiffs' willingness
8 and commitment to come forward and serve as Class Representatives in commencing this lawsuit, this
9 litigation, which enforces the protections of the California Labor Code, would not have been brought.
10 Significantly, the named Plaintiffs are granting Defendant a general release of all claims, which is far
11 broader than the release being given by the members of the Classes on whose behalf settlement has been
12 reached.

12 I declare under penalty of perjury under the laws of the State of California and the United States
13 that the foregoing is true and correct. Executed on August 2, 2023.

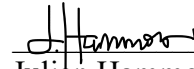
14 
15 Julian Hammond

EXHIBIT 1

HAMMONDLAW

A P R O F E S S I O N A L C O R P O R A T I O N

FACSIMILE: 310-295-2385

1829 Reisterstown Rd., Suite 410
Baltimore, MD 21208

TELEPHONE: 310-601-6766

September 1, 2021

VIA LWDA WEBSITE

Labor & Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL

Musician's Institute, Inc.
Hisatake Shibuya, CEO
6752 Hollywood Blvd
Los Angeles, CA 90028

Re: PAGA Notice Pursuant to California Labor Code § 2699

Dear Mr. Shibuya,

This letter is to provide a notice of claims for penalties under the California Labor Code's Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA").

We represent Adam Fligsten ("Plaintiff") in connection with his PAGA representative claims against Musician's Institute, Inc. ("Defendant") on behalf of himself and all other current and former employees employed by Defendant in California ("Aggrieved Employees") for Defendant's violation of Labor Code § 2802; and on behalf of himself and all other current and former instructors employed by Defendant in California ("Instructor Aggrieved Employees") for Defendant's violation of Labor Code § 226(a).

Tagliarino v Musician's Institute Settlement

On or about June 29, 2020, Vincent Tagliarino filed a class action complaint against Defendant (*Tagliarino v. Musician's Institute, Inc.*, Judicate West Case No. A268536-46). A class action settlement was then reached by Mr. Tagliarino with Defendant for claims pursuant to Labor Code §§ 201-203, 226(a), 226.7, 512, 1194, 2802 and 2699. The settlement received preliminary approval by Arbitrator Herbert Hoffman on September 29, 2020, and received final approval on December 28, 2020. The release in the Settlement Agreement provided that the released claims shall run through the duration the Class Period. The Class Period is defined as January 1, 2015 through the date of preliminary approval. Preliminary Approval was granted on to September 29, 2020. The Settlement Agreement also provided that the Gross Settlement would be funded by Defendant by the end of April 2021. As of the date of this notice the Gross Settlement has still yet to be funded.

Plaintiff's Labor Code Claims

The factual bases supporting Plaintiff's claims under Labor Code §§ 2802 and 226(a) are as follows:

Violation of Labor Code § 2802

Pursuant to Labor Code § 2802, an employer is required to reimburse its employees "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..." As a result of the COVID-19 pandemic, Defendant required and/or expected Plaintiff and Aggrieved Employees to work remotely. In working remotely, Plaintiff and Aggrieved Employees incurred necessary expenditures or losses, including but not limited to, internet, phone service and/or equipment, and printing equipment and supplies. Defendant knew or should have known that Plaintiff and Aggrieved Employees incurred these expenses, yet failed to reimburse Plaintiff and Aggrieved Employees for these expenditures or losses fully or at all, in violation of § 2802 of the California Labor Code.

Pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Employees are entitled to one hundred dollars (\$100) for each pay period in which there was an initial violation, and two hundred dollars (\$200) for each pay period in which there was a subsequent violation. Plaintiff is also entitled to reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Violation of Labor Code § 226(a)

Defendant was required under Labor Code § 226(a)(2) to furnish Instructor Aggrieved Employees with wage statements, semimonthly or at the time of each payment of wages, containing the total hours worked by the employee each pay period. However, Defendant failed to list the total hours spent working each pay period. Rather, Defendant issued wage statements that either (a) failed to include any total for the hours worked; or (b) included a "Total Work Hours" that Instructor Aggrieved Employees spent performing only certain tasks during that pay period but not other tasks (e.g., the Total Work Hours listed on the wage statements included time Instructor Aggrieved Employees spent performing "Regular" or "Preparation" tasks during that pay period but did not include hours spent performing "Administrative" or "Private Lessons" tasks).

Pursuant to Labor Code § 226.3, Plaintiff and Instructor Aggrieved Employees are entitled to two hundred fifty dollars (\$250) for each pay period in which there was an initial violation, and one thousand dollars (\$1,000) for each pay period in which there was a subsequent violation.

Alternatively, pursuant to Labor Code § 2699(f)(2), Plaintiff and Instructor Aggrieved Employees are entitled to one hundred dollars (\$100) for each pay period in which there was an initial violation, and two hundred dollars (\$200) for each pay period in which there was a subsequent violation. Plaintiff is also entitled to reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Conclusion:

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency of our intent to pursue civil penalties under the PAGA in a lawsuit against Musician's Institute to be brought by the Plaintiff, individually and on behalf of all other Aggrieved Employees, and Instructor Aggrieved Employees, based on the labor code violations alleged above.

Yours truly,

Julian Hammond

EXHIBIT 2

HAMMONDLAW

A PROFESSIONAL CORPORATION

FACSIMILE: 310-295-2385

11780 W. Sample Road, Suite 103
Coral Springs, FL 33065

TELEPHONE: 310-601-6766

November 3, 2021

VIA LWDA WEBSITE

Labor & Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA E-MAIL IN LIEU OF CERTIFIED MAIL

Musicians Institute, Inc.
Nathan V. Okelberry
nokelberry@fisherphillips.com
Fisher & Phillips LLP
444 South Flower Street Suite 1500
Los Angeles, CA 90071

Re: Amended PAGA Notice Pursuant to California Labor Code § 2699
Fligsten v. Musicians Institute, Inc.
Case No. 21STCV38365; LWDA-CM-843156-21

Dear Nathan,

This letter is to amend Adam Fligsten's ("Plaintiff") September 1, 2021 notice of claims for penalties under the California Labor Code's Private Attorneys General Act, as amended, Cal. Labor Code § 2698 *et seq.* ("PAGA") with respect to Defendant's name.

In his September 1, 2021 PAGA Notice, Plaintiff inadvertently misspelled Defendant's name as "Musician's Institute, Inc." Defendant's correct name is "Musicians Institute, Inc." Accordingly, Plaintiff will amend his Complaint to seek PAGA Penalties against "Musicians Institute, Inc." for the labor code violations alleged in his September 1, 2021 PAGA Notice

Yours truly,

Julian Hammond