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Attorneys for Plaintiff and all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JEREMY LEGARDE, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

SPECTRA360, INC. DBA RASO
SOLUTIONS; and DOES 1 thru 50, inclusive,
DEFENDANTS.

Case No. 22CV402965

[Case Assigned for All Purposes to Hon.
Judge Patricia M. Lucas in Dept. 19]

**SUPPLEMENTAL DECLARATION OF
LIANE KATZENSTEIN LY IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

Date: June 26, 2024

Time: 1:30 P.M.

Dept.: 19

Complaint Filed: September 12, 2022

Trial Date: None Set

1 **SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY**

2 I, Liane Katzenstein Ly, declare as follows:

3 1. I am an attorney licensed to practice before all of the courts of the State of
4 California. I am the attorney of record for Plaintiff Jeremy Legarde in the above-entitled action.
5 I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and
6 would testify competently thereto.

7 2. I make this Supplemental Declaration in Support of Plaintiff's Motion for Approval
8 of Representative Action in the above-captioned case in response to the Court's Tentative Ruling
9 of the April 24, 2024 Motion for Approval of Representative Action hearing. The continued
10 Motion hearing date is June 26, 2024.

11 **CLASS DEFINITION**

12 3. For settlement purposes, the Aggrieved Employees are defined as: "all employees who
13 are employed or have been employed as an hourly employee by SPECTRA360, INC. DBA RASO
14 SOLUTIONS, in the State of California who worked one or more pay periods since July 8, 2021 to the
15 present."

16 4. The PAGA Period runs from July 8, 2021 to September 18, 2023.

17 5. The PAGA Period ends on September 18, 2023 and the number of aggrieved
18 employees and PAGA Period is capped on that date.

19 6. There are 53 employees included in the settlement and 1,139 Pay Periods. This number
20 will not increase.

21 **INDIVIDUAL SETTLEMENT**

22 7. Plaintiff and Defendant have entered an individual settlement and release resolving
23 all possible claims that Plaintiff could have alleged. The individual settlement includes a 1542
24 waiver.

25 8. Plaintiff is releasing all underlying claims for rest periods, reimbursed expenses,
26 wage statements, and waiting time penalties. The aggrieved employees are only dismissing the
27 PAGA claims.

28 9. Plaintiff maintains that in addition to not being reimbursed his expenses and

1 missing rest periods, he was also forced to work off the clock.

2 10. Plaintiff estimates that he is owed more than \$7,500.00 in lost wages, rest period
3 penalties, wage statement penalties, and waiting time penalties.

4 11. The individual settlement amount is \$5,000.00, and it represents a compromise on
5 Plaintiff's claims outside of the PAGA action.

6 12. Class Counsel did not take any fees and/or costs from the individual settlement.

7 **MAXIMUM EXPOSURE**

8 13. Class Counsel valued the potential exposure for the PAGA claims for Aggrieved
9 Employees at \$113,900.00 (1,139 pay periods at issue multiplied by \$100 a pay period). This
10 would account for a reimbursement claim for every pay period.

11 14. The value of the rest period claim for every pay period, would increase the value of
12 the case to \$227,800.00.

13 15. Each pay period would also have a wage statement penalty and a waiting time
14 penalty (assuming each violation was established). This would increase the value to \$455,600.00.

15 16. If the Court awarded \$200 a pay period, the value would be \$911,200.00.

16 17. Class Counsel felt that the reimbursement claim was the strongest claim given that
17 the employees worked remotely, and the case was settled based on the value of that claim.

18 18. This settlement amounts to approximately \$83.41 a pay period.

19 19. Class Counsel believes this is reasonable in light of the defenses raised by
20 Defendant and the discretion available to the Court in discounting the penalties.

21 **EXHIBITS**

22 20. As requested by the Court, a true and correct copy of the individual Settlement
23 Agreement and General Release is attached hereto as Exhibit "1".

24 21. Plaintiff's Counsel will also concurrently file the Supplemental Client Declaration
25 in Support of Plaintiff's Motion for Approval of Representative Action Settlement.

26 I declare under penalty of perjury under the laws of the state of California that foregoing
27 is true and correct.

28 ///

1 This declaration was executed this 22nd day of May, 2024, in Los Angeles, California.

2 

3 _____
4 Liane Katzenstein Ly

EXHIBIT "1"

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into by and between Jeremy Legarde ("Legarde") and Spectra 360, Inc. dba Raso Solutions ("Defendant"), as of the date Legarde signs this Agreement.

RECITALS

WHEREAS, on or about September 12, 2022, Plaintiff commenced an Action by filing a Representative Action Complaint alleging causes of action against Defendant for penalties pursuant to Labor Code § 2699, et seq. for violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, and 2802. The Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged. (hereinafter the "Action");

WHEREAS, Defendant generally denies all of Legarde's claims and allegations asserted by Legarde in the Action; and

WHEREAS, after considering the expense and uncertainty associated with the Action, the Parties desire to finally and forever resolve all disputes between them that do or could exist, including, but in no way limited to, those claims arising from the Action.

IN CONSIDERATION of the promises and mutual covenants contained in this Agreement, including the recitals above which are expressly incorporated into this Agreement, the Parties agree as follows:

1. Settlement Payment

(a) Defendant shall issue a check payable to Legarde in the sum of Five Thousand Dollars and Zero Cents (\$5,000.00) (the "Settlement Amount"), constituting payment for Legarde's alleged but disputed personal injuries, interests and attorneys' fees arising from his lawsuit against Defendant (the "Settlement Payment"). The Settlement Payment shall be made via ACH electronic fund transfer to Legarde's counsel, Kingsley & Kingsley, APC, within 30 days from the Effective Date (as defined in Section 1.9 of the PAGA Settlement Agreement executed concurrently with this Agreement), provided that Defendant has also received from Legarde: (i) this Agreement signed by Legarde; and (ii) a W9 Form from Legarde.

(b) Legarde agrees to indemnify Defendant for his share of any and all taxes and/or penalties Defendant is required to pay as a result of the Payment of the Settlement Amount or for any failure by Legarde to pay his share of appropriate taxes as a result of any payment made pursuant to this Agreement. Legarde acknowledges and agrees that if any taxing authority challenges the allocation and seeks the payment of any additional taxes, Legarde shall be responsible for his share of any such additional taxes and, provided Defendant gives Legarde reasonable notice of any such claim and an opportunity to defend, will fully indemnify Defendant, and/or its counsel for any costs, expenses, and/or judgment that they might suffer as a consequence of any action brought by any taxing authority for Legarde's share of taxes. Legarde agrees that he shall pay for the full costs (including attorney's fees) incurred by Defendant in defending or

responding to any such claim or action. Defendant and its counsel are expressly granted the right to select its and their own counsel and control the manner in which the defense is conducted.

(c) Legarde further acknowledges and agrees that the payment provided pursuant to Paragraph 1(a) of this Agreement fully discharges any and all liabilities and obligations of Defendants and its past, present and future parent entities, subsidiaries, divisions, partners, affiliates and related business entities, predecessors, successors and assigns, assets, employee benefit plans or funds (including, without limitation, any entity in which Defendant holds (at the time of any such application) a majority ownership interest to Legarde, monetarily or with respect to employee benefits or otherwise.

2. No Admission of Liability

Nothing in this Agreement shall be construed as an admission by Defendant of any wrongdoing, liability, or noncompliance with any federal, state, city, or local rule, ordinance, statute, common law, or other legal obligation. Defendant specifically disclaim and deny any wrongdoing or liability to Legarde.

3. No Lawsuits

(a) To the full extent permitted by law, Legarde promises never to file a lawsuit, administrative complaint, or charge of any kind with any court, governmental or administrative agency or arbitrator against Defendant or its officers, directors, agents, employees, or its predecessors, assigns, or parents, subsidiaries or affiliates, asserting any claims that are released in this Agreement; however, Legarde has the right to file a charge with or participate in an investigation conducted by the Equal Employment Opportunity Commission ("EEOC") or any state or local fair employment practices agency, but waives any right to any monetary recovery or other relief should the EEOC or any other agency pursue a claim on his behalf.

(b) Legarde represents and agrees that, prior to signing this Agreement, other than the Complaint referenced in Paragraph 1(a), Legarde has not filed or pursued any complaints, charges or lawsuits of any kind with any court, governmental or administrative agency or arbitrator against Defendant or any of its officers, partners, directors, agents or employees, asserting any claims that are released in this Agreement.

4. Complete Release

(a) In return for the Settlement Payment described above, which is acknowledged to be adequate consideration, Legarde, for himself, for his heirs, executors, administrators, personal representatives, successors, assigns and any other person or entity that could bring a claim on his behalf ("Releasor"), does hereby irrevocably release, acquit, exonerate and forever discharge Defendant, each of its affiliates, subsidiaries, parents, successors, predecessors, purchasers, assigns, trustees, officers, agents, attorneys, servants, representatives, employees, directors and stockholders, including but not limited to North Coast Medical Supply, LLC dba Advanced Diabetes Supply (collectively, the "Released Parties"), individually and collectively, of all claims, causes of actions, grievances, obligations, damages, demands, liabilities, defenses, suits, debts, dues, sums of monies, accounts, reckonings, bonds, bills, specialties,

covenants, contracts, controversies, agreements, promises, variances, libels, slanders, trespasses, damages, judgments, expenses, executions and claims whatsoever, whether known or unknown, suspected or unsuspected, in law and/or equity, mixed or otherwise, which the Releasor ever had, now has or hereafter can, shall or may have against any one or more of the Released Parties, individually, collectively, jointly or severally, for, upon, or by reason of any matter, act, occurrence, omission, transaction or cause or thing whatsoever, from the beginning of time to the date of this Agreement, including but not limited to any claims or causes of action, arising out of, as a consequence of, or by reason of, resulting from, or connected in any way with the Legarde's relationship with the Defendant. Without limiting the foregoing, Legarde understands and agrees that this Agreement is a full, final, and complete settlement and release of the Released Parties, specifically including any claims or rights Legarde may have under Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act ("ERISA"), the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA"), the National Labor Relations Act ("NLRA"), the Genetic Information Nondiscrimination Act ("GINA"), the Immigration Reform and Control Act ("IRCA"), the Older Worker Benefit Protection Act ("OWBPA"), the Rehabilitation Act, the Sarbanes-Oxley Act, the Worker Adjustment and Retraining Notification Act ("WARN"), any California employment or other law (including, but not limited to, the California Fair Employment and Housing Act ("FEHA"), the California Family Rights Act ("CFRA"), the California Labor Code, the California Strategic Lawsuit Against Public Participation Act, the California Unruh Civil Rights Act, the California Business and Professions Code, and any other foreign, federal, state, or local laws, regulations, or executive orders governing or relating to employment (the "Released Matters"). This Release will not include a release of the PAGA claims included in the Action. Those will be released separately by way of a Representative Action Settlement Agreement.

(b) Nothing in this Agreement shall affect any state or federal government agencies' rights to enforce the Fair Employment and Housing Act, or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Legarde's protected right to file a timely charge with, or participate in an investigation or proceeding conducted by the California Department of Fair Employment and Housing ("DFEH"), the Equal Employment Opportunity Commission ("EEOC"), or any other state, federal or local government entity; provided, however, if the DFEH, EEOC, or any other state, federal or local government entity commences an investigation on Legarde's behalf, Legarde specifically waives and releases his right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation. Legarde also releases the Defendant's respective predecessors and assigns, each of their current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, and each of their current and former officers, partners, directors, employees, agents, representatives, attorneys, and administrators from any claims related to the Released Matters.

5. Section 1542 Waiver

Legarde hereby agrees that all rights he may have under Section 1542 of the California Civil Code are hereby waived. Said section reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS

FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Legarde understands and agrees that this Agreement is intended to include all claims, if any, which Legarde may have and which he does not now know or suspect to exist in his favor against the Released Parties and that this Agreement extinguishes those claims. This Release will not include a release of the PAGA claims included in the Action. Those will be released separately by way of a Representative Action Settlement Agreement.

7. Ownership of Claims

Legarde represents and warrants that no portion of any of the Released Matters and no portion of any recovery or settlement to which Legarde might be entitled has been assigned or transferred to any other person, firm, entity or corporation not a party to this Agreement, in any manner, including by way of subrogation or operation of law or otherwise. If any claim, action, demand or suit should be made or instituted against the Released Parties or any of them because of any such purported assignment, subrogation or transfer, Legarde agrees to indemnify and hold harmless the Released Parties against such claim, action, suit or demand, including necessary expenses of investigation, attorney's fees and costs.

8. Representations

Legarde represents and agrees that no promises, statements or inducements have been made to him which caused him to sign this Agreement other than those expressly stated in this Agreement.

10. Non-Disparagement

To the extent allowable under applicable law (and without regard to Legarde's rights under the National Labor Relations Act), Legarde agrees not to make any statement, written or oral, in any forum or media, or take any action in disparagement of the Defendant and its affiliates, including, but not limited to negative references to the Defendant's services, corporate policies, officers and/or employees that may disparage the Defendant or its affiliates to the general public and/or the Defendant's employees, customers, clients, brokers, suppliers, and/or business partners.

11. Successors

(a) This Agreement shall be binding upon Legarde and upon his heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of Defendants and to its parents, subsidiaries, heirs, administrators, representatives, executors, successors and assigns, and each of their officers, partners directors, employees and any other of the Released Parties, as defined herein.

(b) This Agreement shall be binding upon Defendants and to its subsidiaries, heirs, administrators, representatives, executors, successors and assigns, and each of its officers, directors, employees and any other of the Released Parties as defined in this Agreement, and shall

inure to the benefit of Legarde and upon his heirs, administrators, representatives, executors, successors and assigns.

12. Severability and Governing Law

(a) Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

(b) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of California. The exclusive venue for any dispute arising out of this Agreement shall be the Los Angeles Superior Court. In any action for breach of or to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

13. Proper Construction

(a) The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

(b) As used in this Agreement, the term "or" shall be deemed to include the term "and/or" and the singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

(c) The paragraph headings used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

14. Attorneys' Fees and Costs

If Legarde breaches any of the terms of this Agreement or the post-termination obligations referenced in it, to the extent authorized by California law, Legarde will be responsible for payment of all reasonable attorneys' fees and costs that the Defendants incurred in the course of enforcing the terms of the Agreement, including demonstrating the existence of a breach and any other contract enforcement efforts.

15. Neutral Reference

Defendant agrees that it will respond to all inquiries regarding Legarde's employment by confirming only dates of employment and position held.

16. Entire Agreement

This Agreement constitutes the entire agreement between and among the parties pertaining to the subject matter hereof and the final, complete and exclusive expression of the terms and conditions of their agreement. Any and all prior agreements, representations, negotiations and understandings made by the parties, oral and written, express or implied, are hereby superseded and merged herein.

17. Counterparts/By Facsimile or Electronic Copy.

This Agreement may be executed in counterparts by facsimile or electronic copy, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

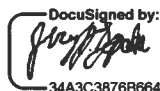
18. Amendment

This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement and General Release.

19. Cooperation

All parties have cooperated in the drafting and preparation of this Agreement, and it shall not be construed more favorably for or against any party.

Dated: November 15, 2023

DocuSigned by:

34A3C3876B6640D

JEREMY LEGARDE

Dated: November 15, 2023


SPECTRA 360, INC.

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 23, 2024, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF ERIC. B. KINGSLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

DILLINGHAM & MURPHY, LLP

William F. Murphy
wfm@dillinghammurphy.com
Jenny J. Liao
jjl@dillinghammurphy.com
155 Sansome Street, Suite 700
San Francisco, CA 94104

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.govfa.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 23, 2024, at Chino, California.



Leslie Sanchez