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24 Attorneys for Plaintiffs Emily Azlin
25 and Deanna Buckner

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
27 **FOR THE COUNTY OF MERCED**

28 OTHELLA JONES, EMILY AZLIN, and
DEANNA BUCKNER, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

APPLE INC., a California corporation; and
DOES 1–50, inclusive,

Defendants.

CASE NO.: 18CV-04557

**DECLARATION OF BRYCE A. DODDS IN
SUPPORT OF MOTION FOR APPROVAL
OF SETTLEMENT AND ENTRY OF
JUDGMENT**

Complaint Filed: November 14, 2018
Trial Date: October 10, 2023

Judge: Hon. Brian L. McCabe
Courtroom: 8

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1 5. Following investigation and discovery the parties sought the help of a mediator and
2 selected the experienced third party mediator Tripper Ortman on April 13, 2023. The case did not
3 resolve at the mediation with Mr. Ortman. On January 17, 2023, the Parties participated in
4 mediation with Jeffrey A. Ross. The case resolved after a full day of mediation. For these reasons,
5 I submit that the settlement that has been reached is a fair, reasonable and adequate resolution of
6 the alleged claims, and I recommend that the Court enter an Order finally approving the settlement
7 to effectuate payment to aggrieved employees.

8
9 **MARKET RATES IN COMPARISON TO CLASS COUNSEL**

10 6. Based on my knowledge and experience, the hourly rates I charge are within the
11 range of market rates charged by attorneys of equivalent experience, skill, and expertise. I have
12 personal knowledge of the range of hourly rates typically charged by counsel in our field in
13 California and I have weighted the market rates into account and have aligned my rate with that of
14 the market.

15 7. Non-contingent market rates charged by attorneys in California are as follows: (1)
16 by the attorneys' fee applications of counsel of record; (2) by discussing fees with other attorneys;
17 (3) by obtaining declarations regarding prevailing market rates filed by other attorneys seeking
18 fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as surveys
19 and articles on attorney's fees in the legal newspapers and treatises. Comparable hourly rates
20 include:

- 21 a. *Williams v. H&R Block Enterprises, Inc.*, Alameda County Superior Ct. No.
22 RG08366506, Order of Final Approval and Judgment filed November 8, 2012,
23 a wage and hour class action, in which the court found the hourly rates of \$785,
24 \$775, and \$750 reasonable for the more senior class counsel.
- 25 b. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil
26 rights class action brought by pre-trial detainees, in which the court approved a
27 lodestar- based, *inter alia*, on 2011 rates of \$850 and \$825 per hour.

1 c. *Holloway et. al. v. Best Buy Co., Inc.*, No. 05-5056 PJH (N.D. Cal. 2011)
2 (Order dated November 9, 2011), a class action alleging that Best Buy
3 discriminated against female, African American and Latino employees by
4 denying them promotions and lucrative sales positions, in which the court
5 approved lodestar-based rates of up to \$825 per hour.

6 8. In addition, the Laffey Matrix, located at www.laffeymatrix.com/see.html and
7 attached as **Exhibit 1**, provides shows that for attorneys practicing for the same duration as I have
8 practiced, the rates are consistent with the rates I have charged in this case. “The *Laffey* Matrix is
9 a United States Department of Justice billing matrix that provides billing rates for attorneys at
10 various experience levels in the Washington, D.C., area and can be adjusted to establish
11 comparable billing rates in other areas using data from the United States Bureau of Labor
12 Statistics. [Citations.]” (*Pasternack v. McCullough* (2021) 65 Cal. App. 5th 1050, 1057 n.5.)
13 California courts have allowed attorneys to rely upon the Laffey Matrix when seeking attorney
14 fees. (*See, e.g., Id.* at 1056–1057; *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th
15 691, 702–703.)

16 17 **REASONABLE HOURLY RATES**

18 9. The fee request sought herein is reasonable in light of the contingent nature or the
19 fee, the amount of work performed, the quality of work performed, and most importantly the
20 results/benefits to the aggrieved employees.

21 10. Fee awards are almost always determined based on current rates, such as the
22 attorney’s rate at the time a motion for fees is made rather than the historical rate at the time the
23 work was performed.

24 11. This Court can appreciate that litigating a high-stakes cases against defendant with
25 deep pockets, represented by a top-notch law firm, dealing with issues that are unsettled is not
26 appealing to most lawyers. Even more challenging is the heightened risk as a result of having to
27 finance that type of litigation, which was not undertaken lightly.
28

1 12. One difficulty in determining the hourly rate of attorneys of similar skill and
2 experience in the relevant community is the scarcity of hourly fee-paying clients in class action
3 litigation. As a practical matter, few if any consumers or employees pay attorney's fees on an
4 hourly basis for such litigation. Thus, in such cases attorneys base their retainer agreements on a
5 contingency fee relationship.

6 13. This class action case involves California's wage and hour laws. Litigating a wage
7 and hour PAGA action through trial can take years and frequently requires the investment of
8 hundreds of thousands of dollars in costs. This is a very difficult area of law and not within the
9 knowledge of many lawyers as it requires knowledge of the substantive law, representative action
10 procedure, and enforcement positions of state and federal agencies. This case involved a novel
11 issue relating to the reimbursement for home office expenses. Representative action work of this
12 type requires specialized learning and the willingness to take large risks. Plaintiffs' counsel used a
13 high level of skill in the difficult questions that arose in this case.

14 14. Representative action cases unlike many others can only properly be litigated one at
15 a time, which required me to forgo accepting other cases during the time of this litigation. The
16 requirements of this were significant.

17 15. There is no question that my firm was precluded from taking other cases, and in
18 fact, had to turn away other meritorious fee-generating cases in order to meet the demands of this
19 case.

20 16. I was paid nothing during this case and had to pay expenses for costs. I believe a fee
21 request of 40% with a reasonable lodestar and multiplier is reasonable in this case given the
22 complexity, benefit to the aggrieved employees and LWDA, and Plaintiffs' counsel's efforts.

23 17. My hourly rate of \$675.00 has been supported by other courts issuing similar fee
24 awards. I have represented and continue to represent plaintiffs in various types of class and PAGA
25 representative action cases.

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1 18. I have worked as counsel in several class and PAGA representative actions,
2 including some of the following:

3 a. *Britt, et al. v. Scripps Hospital, et al.*, San Diego Superior Court

4 Case no. 37-2010-00096421-CU-OE-CTL;

5 b. *Felczer v. Apple Inc.*, San Diego Superior Court

6 Case no. 37-2011-00102593-CU-OE-CTL.

7 c. *Carralero et al. v. Sharp Health Care, et al.*, San Diego Superior Court

8 Case no. 37-2012-00093623-CU-OE-CTL.

9 d. *Kogok v. T-Mobile USA, Inc.* San Diego Superior Court

10 Case no. 37-2012-00076945-CU-OE-CTL.

11 e. *Gonzales v. Fresenius Medical Care Holdings*, San Diego Superior Court

12 Case no. 37-2013-00072469-CU-OE-CTL.

13 19. I undertook this representation on a contingent basis, recognizing that the risk of non-
14 payment has been high throughout this litigation. I recognized there were substantial uncertainties
15 in the viability of this case as a class and or PAGA representative action. A realistic assessment
16 shows the risks in the resolution of the liability issues, protracted litigation in this action, and the
17 probable appeals process, are great.

18 20. If this case had not resolved through settlement, I would have vigorously prosecuted the
19 case through any summary judgment motion, trial, and appeal. I was therefore at great risk for
20 non-payment.

21 21. I was the only attorney from my firm that worked on this case. Based on my lodestar, my
22 hourly rate is \$675.00, a blend of my two hourly rates—\$525.00 and \$825.00—during the 4-1/2
23 years of litigation. I expended no less than 759.20 hours prosecuting this action, for a total of
24 \$512,460.00, as follows:

25 (1) Investigations/Factual Research: 142.80 hours;

26 (2) Discovery: 433.60 hours;

27 (3) Pleading, Briefs and Pretrial Motions (includes legal research): 42.80 hours;

28 (4) Court Appearances: 3.30 hours;

- (5) Mediation Settlement and Administration: 25.40 hours;
(6) Litigation Strategy, Analysis, and Case Management: 39.40 hours;
(7) Class Certification: 0.00 hours; and,
(8) Trial Preparation and Trial: 71.90 hours.

22. I expended a total of **\$29,674.15** in costs to prosecute this action. A true and correct copy of my itemized costs is attached hereto as **Exhibit 2**.

23. Under Ninth Circuit standards, a District Court may award attorneys' fees under either the "percentage-of-the-benefit" method or the "lodestar" method. *Fischel v. Equitable Life Assur. Soc'y*, 307 F.3d 997, 1006 (9th Cir. 2002); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). Plaintiffs' counsel's fee request is fair and reasonable under either of these methods.

24. Plaintiffs Emily Azlin and Deanna Buckner participated with Plaintiffs' Counsel throughout the case. Plaintiffs spent the necessary time educating Plaintiffs' counsel on the case and the novel issue in the case. Plaintiffs made themselves available any time Plaintiffs' counsel required, reviewed documents that were voluminous, but necessary for the prosecution of the case, had their homes inspected, each appeared at two depositions, spent numerous hours searching for documents, and spent a significant amount of time conferring with Plaintiffs' counsel in constructing a discovery plan and litigation strategy which resulted in the settlement. Plaintiff Deanna Buckner spent approximately 90 hours and plaintiff Emily Azlin spent approximately 100 hours of their time assisting Plaintiffs' counsel in this case.

25. Attached as **Exhibit 3** is a true and correct copy of "Plaintiff Emily Azlin's Declaration in Support of Motion for Approval of Settlement and Entry of Judgment," dated April 19, 2023.

26. Attached as **Exhibit 4** is a true and correct copy of "Plaintiff Deanna Buckner's Declaration in Support of Motion for Approval of Settlement and Entry of Judgment," dated April 19, 2023.

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1 27. Plaintiff Othella Jones's notice of PAGA claim, case number LWDA-CM-635736-18, was
2 filed with the Labor and Workforce Development Agency (LWDA) and mailed via U.S. Certified
3 Mail to defendant Apple Inc. on November 9, 2018. Her amended notice was filed with the
4 LWDA on January 30, 2019 and mailed via U.S. Certified Mail, Return Receipt requested, to
5 defendant Apple Inc. the same day. The LWDA did not respond to these notices.

6 28. Plaintiff Emily Azlin's notice of PAGA claim was filed with the LWDA on January 30,
7 2019, case number LWDA-CM-661221-19, and mailed via U.S. Certified Mail, Return Receipt
8 requested to defendant Apple Inc. the same day. The LWDA did not respond to this notice.

9 29. Plaintiff Deanna Buckner's notice of PAGA claim was filed with the LWDA on September
10 9, 2022, and mailed via U.S. Certified Mail to defendant Apple Inc. on September 23, 2022. The
11 LWDA did not respond to this notice.

12 30. True and correct copies of plaintiff Othella Jones's, Emily Azlin's, and Deanna Buckner's
13 notices and or amended notices and proof of filing and mailing each of their notices and or
14 amended notices are attached as **Exhibit 5**.

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16 I declare under penalty of perjury under the laws of the State of California and the United
17 States of America that the foregoing is true and correct.

18 Executed on May 3, 2023, at San Marcos, California.

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21 Bryce A. Dodds
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EXHIBIT 1

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 2

Case name: Jones v. Apple Inc.

Case number: 18cv-04557

Date	Activity	Unit Cost	Quantity	Total	Description
11/9/2018	Postage	\$ 1.21	1	\$ 1.21	For mailing PAGA Complaint to Apple.
11/9/2018	Certified Mail Fee	\$ 3.45	1	\$ 3.45	For mailing PAGA Complaint to Apple.
11/9/2018	Return Receipt Fee	\$ 2.75	1	\$ 2.75	For mailing PAGA Complaint to Apple.
11/14/2018	Filing Fee	\$ 1,435.00	1	\$ 1,435.00	For e-Filing Summons, Complaint, and Civil Case Cover Sheet.
11/14/2018	Filing Fee	\$ 3.50	1	\$ 3.50	Electronic filing fee for e-Filing Summons, Complaint, and Civil Case Cover Sheet.
11/14/2018	Filing Fee	\$ 0.25	1	\$ 0.25	Payment service fee for e-Filing Summons, Complaint, and Civil Case Cover Sheet.
11/14/2018	Filing Fee	\$ 9.95	1	\$ 9.95	OneLegal e-Filing fee for Summons, Complaint, and Civil Case Cover Sheet.
11/14/2018	Filing Fee	\$ 75.00	1	\$ 75.00	For e-Filing PAGA Complaint.
11/15/2018	Postage	\$ 0.50	1	\$ 0.50	For stamped return envelope for Notice and Acknowledgment of Receipt of Summons, Complaint, and all other case-initiating documents.
11/15/2018	Postage	\$ 1.84	1	\$ 1.84	For mailing Notice and Acknowledgment of Receipt, Summons, Complaint, and all other case-initiating documents.
11/15/2018	Certified Mail Fee	\$ 3.45	1	\$ 3.45	For mailing Notice and Acknowledgment of Receipt, Summons, Complaint, and all other case-initiating documents.
11/15/2018	Return Receipt Fee	\$ 2.75	1	\$ 2.75	For mailing Notice and Acknowledgment of Receipt, Summons, Complaint, and all other case-initiating documents.
1/18/2019	Filing Fee	\$ 3.50	1	\$ 3.50	Court Technology Access Fee for filing Proof of Service.
1/18/2019	Filing Fee	\$ 0.10	1	\$ 0.10	eCheck fee for filing Proof of Service.
1/18/2019	Filing Fee	\$ 9.95	1	\$ 9.95	e-Filing charge for filing Proof of Service.
1/30/2019	Postage	\$ 0.70	1	\$ 0.70	For mailing plaintiff Othella Jones's Amended PAGA Notice to defendant Apple Inc.
1/30/2019	Postage	\$ 0.70	1	\$ 0.70	For mailing plaintiff Emily Azlin's PAGA Notice to defendant Apple Inc.
3/13/2019	Service	\$ 129.20	1	\$ 129.20	For service of Summons, Complaint, and other case-initiating documents.
4/3/2019	Filing Fee	\$ 3.50	1	\$ 3.50	Court Technology Access Fee for e-Filing First Amended Class Action Complaint.
4/3/2019	Filing Fee	\$ 0.10	1	\$ 0.10	Court Convenience Fee for e-Filing First Amended Class Action Complaint.
4/3/2019	Filing Fee	\$ 9.95	1	\$ 9.95	One Legal eFiling Charge for filing First Amended Class Action Complaint.
4/4/2019	Postage	\$ 0.70	1	\$ 0.70	For mailing Plaintiff's Case Management Statement.
4/10/2019	Filing Fee	\$ 9.95	1	\$ 9.95	For One Legal e-Filing Plaintiff's Case Management Statement.
4/10/2019	Filing Fee	\$ 3.50	1	\$ 3.50	Court Technology Access fee for e-Filing Plaintiff's Case Management Statement.
4/10/2019	Filing Fee	\$ 0.10	1	\$ 0.10	eCheck fee for filing Plaintiff's Case Management Statement.
4/18/2019	Service	\$ 99.40	1	\$ 99.40	For service of First Amended Class Action Complaint.
4/25/2019	Filing Fee	\$ 3.50	1	\$ 3.50	Court Technology Access Fee for filing Second Amended Complaint.
4/25/2019	Filing Fee	\$ 0.10	1	\$ 0.10	Court Convenience Fee for filing Second Amended Class Action Complaint.
4/25/2019	Filing Fee	\$ 9.95	1	\$ 9.95	For e-Filing Second Amended Class Action Complaint.
4/26/2019	Service	\$ 129.80	1	\$ 129.80	For service of Second Amended Class Action Complaint.

6/27/2019	Document Fee	\$ 3.00	1	\$ 3.00	For purchase of Joint Stipulation and Order Extending Defendant's Time to Respond to Plaintiffs' Second Amended Complaint.
6/27/2019	Document Fee	\$ 1.00	1	\$ 1.00	Transaction fee for purchase of Joint Stipulation and Order Extending Defendant's Time to Respond to Plaintiffs' Second Amended Complaint.
8/1/2019	Filing Fee	\$ 9.95	1	\$ 9.95	For e-filing Plaintiffs' Case Management Statement.
8/1/2019	Service	\$ 1.00	4	\$ 4.00	For e-filing Plaintiffs' Case Management Statement.
8/1/2019	Filing Fee	\$ 3.50	1	\$ 3.50	Court Technology Access fee for e-filing Plaintiffs' Case Management Statement.
8/1/2019	Filing Fee	\$ 0.10	1	\$ 0.10	Court Convenience Fee for e-filing Plaintiffs' Case Management Statement.
8/15/2019	Jury Fee	\$ 150.00	1	\$ 150.00	Plaintiffs' jury fee deposit.
8/15/2019	Postage	\$ 0.55	1	\$ 0.55	For mailing Plaintiffs' Notice of Posting of Jury Fees.
8/15/2019	Filing Fee	\$ 9.95	1	\$ 9.95	For e-filing Plaintiffs' Notice of Posting of Jury Fees.
8/15/2019	Filing Fee	\$ 3.50	1	\$ 3.50	Court Technology Access fee for e-filing Plaintiffs' Notice of Posting of Jury Fees.
8/15/2019	Filing Fee	\$ 0.25	1	\$ 0.25	eCheck Flat fee for e-filing Plaintiffs' Notice of Posting of Jury Fees.
8/19/2019	CourtCall Fee	\$ 94.00	1	\$ 94.00	For telephonic appearance at Case Management Conference.
11/27/2019	Postage	\$ 0.70	1	\$ 0.70	For mailing Plaintiffs' Case Management Statement to Defendant Apple Inc.
11/27/2019	Filing Fee	\$ 9.95	1	\$ 9.95	For e-Filing Plaintiffs' Case Management Statement.
11/27/2019	Filing Fee	\$ 3.50	1	\$ 3.50	Court Technology Access fee for e-filing Plaintiffs' Case Management Statement.
11/27/2019	Filing Fee	\$ 0.10	1	\$ 0.10	Court Convenience Fee for e-filing Plaintiffs' Case Management Statement.
12/10/2019	Filing	\$ 9.95	1	\$ 9.95	For e-Filing Plaintiffs' Case Management Statement.
12/10/2019	Filing	\$ 3.50	1	\$ 3.50	Court Technology Access fee for e-filing Plaintiffs' Case Management Statement.
12/10/2019	Filing	\$ 0.10	1	\$ 0.10	Court Convenience Fee for e-filing Plaintiffs' Case Management Statement.
6/19/2020	Postage	\$ 0.55	1	\$ 0.55	For mailing letter to plaintiff Steven McLaughlin re the Motion to Be Relieved as Counsel.
6/19/2020	Certified Mail Fee	\$ 3.55	1	\$ 3.55	For mailing letter to plaintiff Steven McLaughlin re the Motion to Be Relieved as Counsel.
6/19/2020	Return Receipt Fee	\$ 1.70	1	\$ 1.70	For mailing letter to plaintiff Steven McLaughlin re the Motion to Be Relieved as Counsel.
9/4/2020	Hearing Transcript	\$ 68.10	1	\$ 68.10	For transcript on the hearing on Defendant Apple Inc's Motion to Compel Home Inspections.
10/14/2020	Filing Fee	\$ 775.00	1	\$ 775.00	For filing Writ Petition.
10/14/2020	Filing Fee	\$ 10.50	1	\$ 10.50	Servicing fee for e-filing Writ Petition.
10/14/2020	Postage	\$ 90.40	1	\$ 90.40	For mailing Writ Petition.
10/15/2020	Credit Card Processing	\$ 23.25	1	\$ 23.25	For payment of fee for filing Writ Petition.
11/9/2020	Filing Fee	\$ 9.95	1	\$ 9.95	For e-filing plaintiff Othella Jones's Request for Dismissal.
11/9/2020	Filing Fee	\$ 3.50	1	\$ 3.50	Court Technology Access Fee for e-filing plaintiff Othella Jones's Request for Dismissal.
11/9/2020	Convenience Fee	\$ 0.10	1	\$ 0.10	For e-filing plaintiff Othella Jones's Request for Dismissal.
12/16/2020	Filing Fee	\$ 9.95	1	\$ 9.95	For e-filing Notice of Entry of Dismissal.
12/16/2020	Filing Fee	\$ 0.10	1	\$ 0.10	Court convenience fee for e-filing Notice of Entry of Dismissal.
12/16/2020	Filing Fee	\$ 3.50	1	\$ 3.50	Court Technology Access fee for e-filing Notice of Entry of Dismissal.
1/5/2021	Expert Witness Fee	\$ 5,000.00	1	\$ 5,000.00	Expert witness fee.

1/5/2021	Copying/Printing	\$ 0.25	1	\$ 0.25	For printing invoice to include with payment of expert witness fee.
1/5/2021	Packaging	\$ 0.12	1	\$ 0.12	Envelope (4-1/2 x 9) for mailing expert witness fee.
1/5/2021	Postage	\$ 0.50	1	\$ 0.50	For mailing expert witness fee.
3/2/2021	Copying/Printing	\$ 0.25	201	\$ 50.25	For printing the Deposition Transcript of Emily Azlin.
3/2/2021	Copying/Printing	\$ 0.25	222	\$ 55.50	For printing the Deposition Transcript of Deanna Buckner.
3/11/2021	Deposition	\$ 744.90	1	\$ 744.90	Fee for deposition transcription service 4Corners Deposition Summaries.
4/8/2021	Document	\$ 90.75	1	\$ 90.75	For plaintiff Deanna Buckner's utility invoices from Sacramento Municipal Utility District.
6/2/2021	Filing	\$ 90.00	1	\$ 90.00	Court filing fee for filing Motion to Compel the Deposition of Bodie Nash.
6/2/2021	Filing	\$ 3.50	1	\$ 3.50	Court Technology Access Fee for filing Motion to Compel the Deposition of Bodie Nash.
6/2/2021	Filing	\$ 12.00	1	\$ 12.00	For e-filing Motion to Compel the Deposition of Bodie Nash.
6/18/2021	Expert Witness	\$ 1,996.25	1	\$ 1,996.25	Expert witness fee.
6/18/2021	Copying/Printing	\$ 0.25	1	\$ 0.25	Printing invoice for expert witness fee.
6/18/2021	Packaging	\$ 0.50	1	\$ 0.50	For mailing expert witness fee.
6/18/2021	Postage	\$ 0.12	1	\$ 0.12	Envelope (4-1/2 x 9) for mailing expert witness fee.
7/1/2021	Document	\$ 425.50	1	\$ 425.50	To Nationwide Legal for subpoenaed documents.
7/1/2021	Copying/Printing	\$ 0.25	1	\$ 0.25	Printing invoice from Nationwide Legal for subpoenaed documents for mailing payment.
7/1/2021	Packaging	\$ 0.25	1	\$ 0.25	Envelope (4-1/2 x 9) for mailing fee to Nationwide Legal for subpoenaed documents.
7/1/2021	Postage	\$ 0.51	1	\$ 0.51	For mailing fee to Nationwide Legal for subpoenaed documents.
10/5/2021	Deposition	\$ 849.52	1	\$ 849.52	For for transcript from the Deposition of Othella Jones.
10/5/2021	Deposition	\$ 619.45	1	\$ 619.45	Fee for transcript from the Deposition of Andre McClendon.
10/12/2021	Deposition	\$ 1,957.85	1/3	\$ 652.62	Fee for Deposition of Bodie Nash, Volume 1.
10/12/2021	Deposition	\$ 1,075.00	1/3	\$ 358.33	Fee for Deposition of Defendant.
10/12/2021	Deposition	\$ 1,150.60	1/3	\$ 383.53	Fee for Deposition of Kelly Walsh.
10/12/2021	Deposition	\$ 1,333.05	1/3	\$ 444.35	Fee for Deposition of Phyllis Almanza.
10/12/2021	Deposition	\$ 775.00	1/3	\$ 258.33	Fee for Video Deposition of Phyllis Almanza.
10/12/2021	Deposition	\$ 775.00	1/3	\$ 258.33	Fee for Video Deposition of Justin Meier.
10/12/2021	Deposition	\$ 1,312.40	1/3	\$ 437.47	Fee for Deposition of Justin Meier.
10/12/2021	Deposition	\$ 792.00	1/3	\$ 264.00	Fee for Deposition of Michelle Hathaway.
10/12/2021	Deposition	\$ 777.95	1/3	\$ 259.32	Fee for Deposition of Cathy Dye.
10/12/2021	Deposition	\$ 1,002.90	1/3	\$ 334.30	Fee for Deposition of Shanda Crist.
10/12/2021	Deposition	\$ 830.10	1/3	\$ 276.70	Fee for Deposition of Ricky Watts.
10/12/2021	Deposition	\$ 753.75	1/3	\$ 251.25	Fee for Deposition of Tina Marshall.
10/12/2021	Deposition	\$ 400.00	1/3	\$ 133.33	Fee for video of Deposition of Michelle Hathaway.
10/12/2021	Deposition	\$ 325.00	1/3	\$ 108.33	Fee for video of Deposition of Tina Marshall.
10/12/2021	Deposition	\$ 771.75	1/3	\$ 257.25	Fee for Deposition of Julie Pierce.
10/12/2021	Deposition	\$ 748.35	1/3	\$ 249.45	Fee for Deposition of Kimra Hite.
10/12/2021	Deposition	\$ 1,525.00	1/3	\$ 508.33	Fee for Deposition of Kelly Walsh.
10/12/2021	Deposition	\$ 437.50	1/3	\$ 145.83	Fee for Video Deposition of Shana Crist.
10/12/2021	Deposition	\$ 400.00	1/3	\$ 133.33	Fee for Deposition of Ric Watts.
10/12/2021	Deposition	\$ 1,055.10	1/3	\$ 351.70	Fee for Deposition of Andi Taylor.
10/12/2021	Deposition	\$ 362.50	1/3	\$ 120.83	Fee for Video Deposition of Cathy Dye.
10/12/2021	Deposition	\$ 362.50	1/3	\$ 120.83	Fee for Video Deposition of Kimra Hite.
10/12/2021	Deposition	\$ 362.50	1/3	\$ 120.83	Fee for Video Deposition of Gretchen Cunningham.
10/12/2021	Deposition	\$ 844.60	1/3	\$ 281.53	Fee for Deposition of Gretchen Cunningham.
10/12/2021	Deposition	\$ 70.00	1/3	\$ 23.33	Fee for Video Deposition of Shana Crist.
10/12/2021	Deposition	\$ 600.00	1/3	\$ 200.00	Fee for Video Deposition of Lisa Butler.

10/12/2021	Deposition	\$ 325.00	1/3	\$ 108.33	Fee for Video Deposition of Saul Vargas.
12/07/2021	Deposition	\$ 506.36	1	\$ 506.36	Fee for transcript for Deposition of Deanna Buckner, Volume 2.
12/07/2021	Deposition	\$ 694.56	1	\$ 694.56	Fee for transcript for Deposition of Emily Azlin, Volume 2.
12/17/2021	Copying/Printing	\$ 0.25	48	\$ 12.00	For printing Deposition Transcript of Emily Azlin, Volume II.
12/17/2021	Copying/Printing	\$ 0.25	29	\$ 7.25	For printing Deposition Transcript of Deanna Buckner, Volume II.
3/1/2022	Mediation	\$ 3,333.34	1	\$ 3,333.34	1/3 fee for mediation with Tripper Ortman.
8/12/2022	Document	\$ 1.02	1	\$ 1.02	For purchase of Minute Order.
8/16/2022	Filing	\$ 12.50	1	\$ 12.50	For e-filing Notice of Remote Appearance.
8/16/2022	Filing	\$ 3.50	1	\$ 3.50	Court Technology Access Fee for e-filing Notice of Remote Appearance.
8/16/2022	Filing	\$ 0.10	1	\$ 0.10	Court Convenience Fee for e-filing Notice of Remote Appearance.
9/12/2022	Postage	\$ 3.36	1	\$ 3.36	For mailing Plaintiffs' discovery responses to defendant Apple Inc.
11/15/2022	Mediation	\$ 4,166.70	1	\$ 4,166.70	Fee for mediation with Jeffrey Ross.
1/16/2023	Travel	\$ 0.655	39	\$ 25.55	Travel to San Diego Airport for flight to San Jose for mediation.
1/16/2023	Travel	\$ 202.96	1	\$ 202.96	Flight to San Jose for mediation.
1/16/2023	Travel	\$ 106.96	1	\$ 106.96	Uber from San Jose to Monterey for mediation.
1/16/2023	Meal	\$ 60.80	1	\$ 60.80	Dinner during trip for mediation at Hyatt.
1/16/2023	Travel	\$ 20.00	1	\$ 20.00	Ride from Hyatt to Hilton Garden inn Monterey.
1/16/2023	Lodging	\$ 228.45	1	\$ 228.45	Hotel stay at Hilton Garden Inn Monterey for
1/17/2023	Meal	\$ 13.44	1	\$ 13.44	Dinner during trip for mediation.
1/17/2023	Meal	\$ 5.49	1	\$ 5.49	Snack during trip for mediation.
1/17/2023	Travel	\$ 0.655	39	\$ 25.55	For travel from San Diego Airport to home.

Total	\$ 29,674.15
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EXHIBIT 3

1 BRYCE A. DODDS (SBN 283491)
2 **THE LAW OFFICE OF BRYCE A. DODDS**
3 120 Birmingham Drive, Suite 250-B
4 Cardiff-by-the-Sea, CA 92007
5 Tel. No.: (760) 593-7353
6 bdodds@brycedoddslaw.com

7 REUBEN D. NATHAN (SBN 208436)
8 **NATHAN & ASSOCIATES, APC**
9 2901 W. Coast Highway, Suite 200
10 Newport Beach, CA 92663
11 Tel. No.: (949) 270-2798
12 Fax No.: (949) 209-0303
13 rnathan@nathanlawpractice.com

14 MATTHEW RIGHETTI (SBN 121012)
15 JOHN GLUGOSKI (SBN 191551)
16 MICHAEL RIGHETTI (258541)
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21 matt@righettilaw.com
22 jglugoski@righettilaw.com
23 mike@righettilaw.com

24 Attorneys for Plaintiffs Emily Azlin
25 and Deanna Buckner

26
27 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
28 **FOR THE COUNTY OF MERCED**

1 OTHELLA JONES, EMILY AZLIN, and
2 DEANNA BUCKNER, on behalf of
3 themselves and all others similarly situated,

4 Plaintiffs,

5 v.

6 APPLE INC., a California corporation; and
7 DOES 1–50, inclusive,

8 Defendants.

CASE NO.: 18CV-04557

**PLAINTIFF EMILY AZLIN'S
DECLARATION IN SUPPORT OF
MOTION FOR APPROVAL OF
SETTLEMENT AND ENTRY OF
JUDGMENT**

Complaint Filed: November 14, 2018
Trial Date: October 10, 2023

Judge: Hon. Brian L. McCabe
Courtroom: 8

DECLARATION OF EMILY AZLIN

I, EMILY AZLIN, declare that:

1. I am a competent adult, over the age of eighteen (18) and am a plaintiff and PAGA representative in the above-entitled action. I have personal knowledge of the facts stated herein except as to those matters stated upon information or belief, and, as to those matters, I believe them to be true. If called as a witness, I could and would testify truthfully and competently to the matters stated herein. Capitalized terms used but not defined in this declaration have the same definition as used in the accompanying Motion for Approval of Settlement and Entry of Judgment.

2. In or around January 2019, I first retained attorneys Bryce A. Dodds of the Law Office of Bryce A. Dodds and Reuben D. Nathan of Nathan & Associates, APC. On May 7, 2020, I also retained Matthew Righetti and John Glugoski of Righetti Glugoski, P.C. as my attorneys.

3. On January 30, 2019, my attorneys filed written notice to the California Labor and Workforce Development Agency regarding my allegations of defendant Apple Inc.'s violations of the California Labor Code.

4. On April 2, 2019, my attorneys filed the First Amended Class Action Complaint on my behalf with the Merced Superior Court.

5. On April 24, 2019, my attorneys filed the Second Amended Class Action Complaint on my behalf with the Merced Superior Court.

6. On July 25, 2019, my attorneys filed the Third Amended Class Action Complaint on my behalf with the Merced Superior Court.

7. On August 12, 2020, my attorneys filed the Fourth Amended Class Action Complaint on my behalf with the Merced Superior Court, which is the operative complaint in this action. This action is on behalf of 2,166 current and former employees who defendant Apple Inc. required to work from their homes. The purpose of the lawsuit was to recover reimbursement of necessary business expenses and penalties for California Labor Code violations.

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1 8. Throughout the case, I have been actively involved in pursuing information that could
2 support the case, and ultimately, I believe my efforts helped the Aggrieved Employees, even
3 though my employment with defendant Apple Inc. ended some time toward the middle of this
4 litigation.

5 9. I am not related to anyone in this action and am I not associated with any person who
6 works with The Law Office of Bryce A. Dodds, the law firm of Nathan & Associates, APC, and or
7 Righetti Glugoski P.C. I have not received and will not receive an undisclosed compensation in
8 this case. The only compensation I will receive is whatever amount this Court awards me as a
9 Service Award for my service on behalf of the LWDA and Aggrieved Employees and for a general
10 release of my claims arising out of my employment with defendant Apple Inc., as well as my share
11 of the Settlement Fund as an Aggrieved Employee.

12 10. As discussed below, I request that the Court award me a Service Award payment of Five
13 Thousand Dollars (\$5,000.00), which represents the time I spent working on this case on behalf of
14 myself and the aggrieved employees. Under the terms of the agreement, I am receiving Fifteen
15 Thousand Dollars (\$15,000.00) in exchange for a general release of my individual claims. While I
16 was on disability leave, I received a letter from defendant Apple Inc., dated June 2021, stating my
17 employment was terminated. My individual claims included overtime, meal and rest break claims,
18 and a potential wrongful termination claim. I believe my individual claims are valued in excess of
19 \$15,000.00.

20 11. I feel \$5,000.00 for serving as PAGA representative is justified by my expenditure of time,
21 the personal risk I assumed, and the extremely intrusive nature of the discovery in this case,
22 including the inspection of my home, which included attorneys and a third-party inspector going
23 through my entire home, including in closets, during the COVID-19 pandemic, potentially
24 exposing me and my child to contracting COVID-19. I suffered risks not only to my health and the
25 health of my child, but to my future employment prospects by filing this case. I understand from
26 my attorneys the excellent results in this case are unusual compared to most PAGA representative
27 action cases, especially one of first impression as I understand this case is, both of which I believe
28 also supports my service award.

1 12. During my employment with Defendant Apple Inc., I was not reimbursed or was under-
2 reimbursed for necessary business expenses I incurred in maintaining a home office, such as my
3 rent for the space I used to perform my duties for defendant Apple Inc. and the associated utilities,
4 desk, chair, and internet. As a result, I am owed reimbursement of those expenses and penalties
5 under the California Labor Code. The PAGA Aggrieved Employees suffered the same or
6 substantially similar injuries as me.

7 13. Since my first conversation with my attorneys in January 2019, I spent approximately 100
8 hours working on this case over the course of 4-½ years, including communicating with my
9 attorneys over numerous telephone calls and over Zoom and Microsoft Teams. I have provided my
10 attorneys with information they requested to create a discovery plan and prepare litigation strategy
11 for the case. I responded to numerous Special and Form Interrogatories and document requests;
12 sought out responsive documents from multiple third parties; prepared for and attended two
13 depositions; had my home inspected; reviewed defendant Apple Inc.'s discovery responses;
14 reviewed numerous documents defendant Apple Inc. produced; made myself available for and
15 participated in two mediations; and assisted with the Motion for Approval of Settlement and Entry
16 of Judgment.

17 14. In or about January 17, 2023, I received a copy of the Memorandum of Understanding
18 ("MOU") from my attorneys, who reviewed it thoroughly with me, and I executed the MOU. I
19 spent no less than one hour on this activity.

20 15. In or about March 25, 2023, I received the long form settlement agreement from my
21 attorneys. I spent no less than one hour reading over the settlement agreement and consulting with
22 my attorneys.

23 16. While my attorneys were preparing the Motion for Approval of Settlement and Entry of
24 Judgment, they called me to confirm certain information, which took no less than one hour.

25 17. I spent an additional one hour reviewing my files and preparing this declaration with my
26 attorneys.

27 18. I have spent approximately 100 hours in serving as a PAGA representative in this case as
28 set forth in the details above.

1 19. I am no longer employed with defendant Apple Inc. and I am concerned about my future
2 job and career prospects for a number of reasons. First, my name is associated with this lawsuit
3 and appears in a Google search of my name, which is not something that is likely to go unnoticed
4 by potential employers. Second, I suffered work-related injuries as a result of my employment
5 with defendant Apple Inc., for which I had to seek disability benefits, limiting my ability to seek
6 future employment.

7
8 I declare under penalty of perjury under the laws of the State of California and the United
9 States of America that the foregoing is true and correct.

10 Executed on April 19, 2023, at Merced, California.

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12 
13 Emily Azlin (Apr 19, 2023 07:45 PDT)

14 Emily Azlin
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28

EXHIBIT 4

1 BRYCE A. DODDS (SBN 283491)
2 **THE LAW OFFICE OF BRYCE A. DODDS**
3 120 Birmingham Drive, Suite 250-B
4 Cardiff-by-the-Sea, CA 92007
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6 bdodds@brycedoddslaw.com

7 REUBEN D. NATHAN (SBN 208436)
8 **NATHAN & ASSOCIATES, APC**
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11 Tel. No.: (949) 270-2798
12 Fax No.: (949) 209-0303
13 rnathan@nathanlawpractice.com

14 MATTHEW RIGHETTI (SBN 121012)
15 JOHN GLUGOSKI (SBN 191551)
16 MICHAEL RIGHETTI (258541)
17 **RIGHETTI • GLUGOSKI, P.C.**
18 220 Halleck Street, Suite 220
19 San Francisco, CA 94129
20 Tel. No.: (415) 983-0900
21 matt@righettilaw.com
22 jglugoski@righettilaw.com
23 mike@righettilaw.com

24 Attorneys for Plaintiffs Emily Azlin
25 and Deanna Buckner

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
27 **FOR THE COUNTY OF MERCED**

28 OTHELLA JONES, EMILY AZLIN, and
DEANNA BUCKNER, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

APPLE INC., a California corporation; and
DOES 1–50, inclusive,

Defendants.

CASE NO.: 18CV-04557

**PLAINTIFF DEANNA BUCKNER'S
DECLARATION IN SUPPORT OF
MOTION FOR APPROVAL OF
SETTLEMENT AND ENTRY OF
JUDGMENT**

Complaint Filed: November 14, 2018
Trial Date: October 10, 2023

Judge: Hon. Brian L. McCabe
Courtroom: 8

DECLARATION OF DEANNA BUCKNER

I, DEANNA BUCKNER, declare that:

1. I am a competent adult, over the age of eighteen (18) and am a plaintiff and PAGA representative in the above-entitled action. I have personal knowledge of the facts stated herein except as to those matters stated upon information or belief, and, as to those matters, I believe them to be true. If called as a witness, I could and would testify truthfully and competently to the matters stated herein. Capitalized terms used but not defined in this declaration have the same definition as used in the accompanying Motion for Approval of Settlement and Entry of Judgment.

2. In or around February 2019, I first retained attorneys Bryce A. Dodds of the Law Office of Bryce A. Dodds and Reuben D. Nathan of Nathan & Associates, APC. On May 8, 2020, I also retained Matthew Righetti and John Glugoski of Righetti Glugoski, P.C. as my attorneys.

3. Around September 9, 2022, my attorneys filed written notice to the California Labor and Workforce Development Agency regarding my allegations of defendant Apple Inc.'s violations of the California Labor Code.

4. On April 2, 2019, my attorneys filed the First Amended Class Action Complaint on my behalf with the Merced Superior Court.

5. On April 24, 2019, my attorneys filed the Second Amended Class Action Complaint on my behalf with the Merced Superior Court.

6. On July 25, 2019, my attorneys filed the Third Amended Class Action Complaint on my behalf with the Merced Superior Court.

7. On August 12, 2020, my attorneys filed the Fourth Amended Class Action Complaint on my behalf with the Merced Superior Court, which is the operative complaint in this action. This action is on behalf of 2,166 current and former employees who defendant Apple Inc. required to work from their homes. The purpose of the lawsuit was to recover reimbursement of necessary business expenses and penalties for California Labor Code violations.

8. Throughout the case, I have been actively involved in pursuing information that could support the case, and ultimately, I believe my efforts helped the Aggrieved Employees. I am currently employed with defendant Apple Inc.

1 9. I am not related to anyone in this action and am I not associated with any person who
2 works with The Law Office of Bryce A. Dodds, the law firm of Nathan & Associates, APC, and or
3 Righetti Glugoski P.C. I have not received and will not receive an undisclosed compensation in
4 this case. The only compensation I will receive is whatever amount this Court awards me as a
5 Service Award for my service on behalf of the LWDA and Aggrieved Employees and for a general
6 release of my claims arising out of my employment with defendant Apple Inc., as well as my share
7 of the Settlement Fund as an Aggrieved Employee.

8 10. As discussed below, I request that the Court award me a Service Award payment of Five
9 Thousand Dollars (\$5,000.00), which includes not only the time I spent working on this case on
10 behalf of myself and the aggrieved employees. Under the terms of the agreement, I am receiving
11 Fifteen Thousand Dollars (\$15,000) in exchange for a general release of my individual claims. I
12 am still employed by defendant Apple Inc. My individual claims included overtime, meal and rest
13 break claims, and a potential wrongful termination claim. I believe my individual claims are valued
14 in excess of \$15,000.00.

15 11. I feel \$5,000 for serving as PAGA representative is justified by my expenditure of time, the
16 personal risk I assumed, and the extremely intrusive nature of the discovery in this case, including
17 the inspection of my home, which included attorneys and a third-party inspector going through my
18 entire home, including in closets, during the COVID-19 pandemic, potentially exposing me and
19 my family to COVID-19. I suffered risks not only to my and my family's health, but to my future
20 employment prospects by filing this case. I understand from my attorneys the excellent results in
21 this case are unusual compared to most PAGA representative action cases, especially one of first
22 impression as I understand this case is, both of which I believe also supports my service award.

23 12. During my employment with Defendant Apple Inc., I was not reimbursed or was under-
24 reimbursed for necessary business expenses I incurred in maintaining a home office, such as my
25 rent for the space I used to perform my duties for defendant Apple Inc. and the associated utilities,
26 desk, chair, and internet. As a result, I am owed reimbursement of those expenses and penalties
27 under the California Labor Code. The PAGA Aggrieved Employees suffered the same or
28 substantially similar injuries as me.

1 13. Since my first conversation with my attorneys around February 2019, I spent
2 approximately 90 hours working on this case over the course of 4-½ years, including
3 communicating with my attorneys over numerous telephone calls and over Zoom and Microsoft
4 Teams. I have provided my attorneys with information they requested to create a discovery plan
5 and prepare litigation strategy for the case. I responded to numerous Special and Form
6 Interrogatories and document requests; sought out responsive documents from multiple third
7 parties; prepared for and attended two depositions; had my home inspected; reviewed defendant
8 Apple Inc.'s discovery responses; reviewed numerous documents defendant Apple Inc. produced;
9 made myself available for and participated in two mediations; and assisted with the Motion for
10 Approval of Settlement and Entry of Judgment.

11 14. In or about January 17, 2023, I received a copy of the Memorandum of Understanding
12 ("MOU") from my attorneys, who reviewed it thoroughly with me, and I executed the MOU. I
13 spent no less than one hour on this activity.

14 15. In or about March 25, 2023, I received the long form settlement agreement from my
15 attorneys. I spent no less than one hour reading over the settlement agreement and consulting with
16 my attorneys.

17 16. While my attorneys were preparing the Motion for Approval of Settlement and Entry of
18 Judgment, they called me to confirm certain information, which took no less than one hour.

19 17. I spent an additional one hour reviewing my files and preparing this declaration with my
20 attorneys.

21 18. I have spent approximately 90 hours in serving as a PAGA representative in this case as set
22 forth in the details above.

23 declare under penalty of perjury under the laws of the State of California and the United States
24 of America that the foregoing is true and correct.

25 Executed on April 19, 2023, at April 19, 2023.

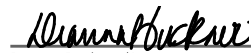
26
27 
28 Deanna Buckner (Apr 19, 2023 13:38 EDT)
Deanna Buckner

EXHIBIT 5

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-635736-18
Plaintiff for PAGA Case: Othella Jones
Filer/Attorney for PAGA Case: Bryce Dodds
Law Firm for PAGA Plaintiff: The Law Office of Bryce A. Dodds
Employer: Apple Inc.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
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State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name	Your Last Name	Firm Name (if any)	Your Email Address
Bryce	Dodds	The Law Office of Bryce A. Dodds	bdodds@brycedoddslaw.com

Your Street Name, Number and Suite/Apt	Your Mobile Phone Number
100 E. San Marcos Blvd., Ste. 400	760-840-7362

Your City	Your Work Phone Number
San Marcos	760-593-7353

Your State
California

Your Zip/Postal Code
92069

Plaintiff Information

Plaintiff/Aggrieved Employee Name	Plaintiff/Aggrieved Employee Occupation
Othella Jones	At-Home Advisor

Employer Information

Employer Entity Type	Employer Industry	Employer NAICS code	Employer Name
- Corporation		334111	Apple Inc.

Employer Street Name, Number and Suite/Apt	Employer City	Employer State	Employer Zip/Postal Code
One Apple Park Way	Cupertino	California	95014

Notice General Information

Estimated Number of Employees Impacted by
Violations

1000+

Postmark Date of Notice Sent to
Employer

11/09/2018

Notice Violations – Check All that Apply *

Misclassification Employee Classified as Contractor

Misclassification NonExempt Classified as Exempt

Child Labor Specify Ages

Minimum Wage

Overtime

Not paid for all hours worked

Not paid wages due on termination

Other Unpaid Wages

Tips or Gratuities

Payment or Reimbursement of Employee Expenses
– **Payment or Reimbursement of Employee Expenses**

Improper Form of Payment Including NSF Checks

Kickbacks

Meal and Rest Breaks

Sick Leave

Lactation Accommodation (Labor Code 1030–1033)

Not providing required time off, other

Pay Discrimination on basis of sex, (Labor Code 1197.5)

No Wage Statements

Improper or Incomplete Wage Statements

Other Notice or Posting or Recordkeeping

Public Works (Labor Code 1720 – 1815)

Apprenticeship (Labor Code 3070 – 3098)

Occupational Safety and Health (Labor Code 6300 et seq)

No Workers' Compensation

Licensing, Registration, or Permit

Unfair Immigration Activities

Agricultural Labor Relations

Industrial Homework

Retaliation for Protected Status or Activity (Specify)

Please Provide Details of Retaliation

Other(Maybe Multiple)

PAGA Claim Type – Check All that Apply *

Includes one or more listed in Labor Code 2699.5– not curable subject to 2699.3(a)
– **Includes one or more listed in Labor Code 2699.5– not curable subject to 2699.3(a)**

Includes one or more OSHA violations subject to requirements of 2699.3(b)

Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3
(c)

Filing Fee

IFP

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf)

20181109 – Jones – PAGA Claim Notice.pdf

Other Attachment – (if any) (must be a .pdf)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

Attached File:

20181109 – Jones – PAGA Claim Notice.pdf (331 KB)

THE LAW OFFICE OF

BRYCE A. DODDS

100 E. SAN MARCOS BLVD., STE. 400
SAN MARCOS, CA 92069

TEL.: (760) 593-7353

FAX: (760) 593-4845

BDODDS@BRYCEDODDSLAW.COM

November 9, 2018

California Labor and Workforce Development Agency
Att'n.: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: Othella Jones v. Apple Inc.

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3, of the specific provisions of the California Labor Code believed to have been violated by Apple Inc., a California corporation (“Apple”).

This office has been retained by Othella Jones (“Ms. Jones”) to pursue this Labor Code Private Attorney General Act (“PAGA”) representative action (Cal. Labor Code §§ 2698, *et seq.*) against her current employer Apple for violations of California Labor Code section 2802, as further explained below. Ms. Jones wishes to pursue this action on behalf of herself as an aggrieved employee and on behalf of all other current and former similarly situated employees of Apple who have worked for Apple within the applicable statutory period.

Ms. Jones will testify to the following salient facts:

In August 2015, Apple Inc. hired Othella Jones as a non-exempt, full-time employee. Since her hire, Ms. Jones has held the position of “At-Home Advisor.” At all times during her employment with Apple, Ms. Jones has lived and worked in California.

At all relevant times, Apple has required Ms. Jones to work exclusively from her home, requiring her work location to be in the home she lives in, forbidding her to lease or rent an office space from a

third party, and requiring her workspace to be private and free of noises and distractions. Apple has required and continues to require the same from its current and former employees similarly situated to Ms. Jones. And, Apple has never offered any workspace for Ms. Jones or others similarly situated to work from.

Even though Apple has required and continues to require Ms. Jones and other employees similarly situated to provide the home office from which most, if not all, work must be completed, Apple has a policy and practice of not reimbursing these employees for the expenses incurred in providing and maintaining the home office Apple requires.

Apple states that reimbursable expenses may include, but are not limited to basic office supplies as required for the position; AHA Reimbursement of \$23.08 per pay period to assist with the internet (subject to a copy of receipt); equipment approved for reimbursement by Apple; and travel expense for required business-related trips. Apple provides a device to answer calls and a computer to perform work on and has paid Ms. Jones reimbursements for internet expenses she incurred. Apple, however, has not reimbursed any of Ms. Jones's other expenses incurred.

Though Ms. Jones has incurred necessary business expenses in providing and maintaining her home office, Apple has never reimbursed her in any way for these necessary business expenses. These necessary business expenses include the pro rata share of her mortgage; property taxes; homeowner insurance; utilities such as electricity, gas, and water; and trash collection services. Apple has had and continues to have a policy and practice of not reimbursing current and former employees similarly situated to Ms. Jones the pro rata share of their mortgages and or rents; property taxes; homeowner and or renter insurance; utilities such as electricity, gas, and water; and trash collection services as well.

As a result, Apple has violated and continues to violate California Labor Code section 2802, by knowingly failing to reimburse Ms. Jones and its current and former employees similarly situated for the necessary business expenditures.

Ms. Jones and current and former Apple employees similarly situated, have incurred and continue to incur losses that Apple must repay, which they seek to recover, along with interest, attorney fees, costs, and penalties.

**Apple has violated and continues to violate
California Labor Code section 2802**

California Labor Code section 2802(a) provides: “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.”

California Labor Code section 2802(b) provides: “All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

California Labor Code section 2802(c) provides: “For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

As explained above, Apple required Ms. Jones and all of its other similarly situated current and former employees to incur necessary business expenses, but failed to reimburse those necessary business expenses, such failing to reimburse Ms. Jones and its other similarly situated current and former employees for the pro rata share of each of their mortgage and or rent; property taxes; homeowner and or renter’s insurance; utilities such as electricity, gas, and water; and trash collection services.

Apple has had and continues to have a policy and practice of not reimbursing Ms. Jones and its current and former employees similarly situated to Ms. Jones the pro rata share of their mortgages and or rents; property taxes; homeowner and or renter insurance; utilities such as electricity, gas, and water; and trash collection services as well.

Because Apple has failed and continues to fail to reimburse these necessary business expenses to Ms. Jones and to its similarly situated current and former employees, and for its failure to pay interest under California Labor Code section 2802(b), Apple has violated California Labor Code section 2802.

Conclusion

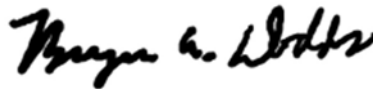
California Labor Code section 2699.3(a) permits an aggrieved employee to bring a civil action to recover civil penalties for violations of the California Labor Code section 2802, which is enumerated in California Labor Code section 2699.5.

California Labor Code section 2699(f)(2) provides: “the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Ms. Jones may recover these penalties for Apple’s violations of California Labor Code section 2802.

Ms. Jones seeks to recover these penalties on behalf of herself and all other aggrieved former and current and former similarly situated employees of Apple for violations of California Labor Code section 2802. Further, Ms. Jones will seek such penalties in a representative action, and also seek recovery of attorney fees, costs, and interest. Ms. Jones will not seek such penalties on a class action basis as class certification is not required in a PAGA penalty action. (*Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969, 974.)

Thank you for your assistance in this matter. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryce A. Dodds".

Bryce A. Dodds

=====

SAN MARCOS
420 N TWIN OAKS VALLEY RD

SAN MARCOS
CA
92069-9998
0568029550

11/9/2018 (800)275-8777 06:25 PM

=====

Product	Qty	Unit Price	Price
First-Class Mail	1	\$1.21	\$1.21
Large Envelope			
(Domestic)			
(LOS ANGELES, CA 90017)			
(Weight: 1.10 oz)			
(Estimated Delivery Date)			
(Tuesday 11/13/2018)			
(USPS Tracking #)			
(9514 7066 9831 8313 0065 12)			
Certified			\$3.45
(USPS Certified Mail #)			
(7015 1730 0000 7577 1166)			
Return Receipt			\$2.75
(USPS Return Receipt #)			
(9590 9402 3911 0060 4022 11)			

Total: \$7.41

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(Approval #) REDACTED

(Transaction #) REDACTED

(Receipt #) REDACTED

(AID) REDACTED

(Application Preferred Name) REDACTED

(AL) REDACTED

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(ARC) REDACTED

(TS) REDACTED

(TV) REDACTED

Receipt #: 840-19200543-1-77471-1

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Refunds for guaranteed services only
Thank you for your business

The Law Office of Bryce A. Dodds
100 E. San Marcos Blvd., Ste. 400
San Marcos, CA 92069

CERTIFIED MAIL®



7015 1730 0000 7577 1166

Apple Inc.
c/o CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017



U.S. POSTAGE
\$7.41
FCM LG ENV
92069 0000
Date of sale
11/09/18
06 25PM
972481109182504
11487299



9514 7066 9831 8313 0065 12

RETURN RECEIPT

USPS CERTIFIED MAIL

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy)	\$	
☐ Return Receipt (electronic)	\$	
☐ Certified Mail Restricted Delivery	\$	
☐ Adult Signature Required	\$	
☐ Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	
Sent To	APPLE INC. c/o CT CORPORATION SYSTEM	
Street and Apt. No., or PO Box No.	818 WEST SEVENTH STREET, SUITE 930	
City, State, ZIP+4®	LOS ANGELES, CA 90017	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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:

APPLE INC.
 C/O CT CORPORATION SYSTEM
 818 WEST SEVENTH STREET
 SUITE 930
 LOS ANGELES, CA 90017



9590 9402 3911 8060 4022 11

2. Article Number (Transfer from service label)

7015 1730 0000 7577 1166

COMPLETE THIS SECTION ON DELIVERY

A. Signature CT CORPORATION

X

818 West Seventh St.

☐ Agent

Suite 930

☐ Addressee

B. Received by (Printed Name)

Los Angeles, CA 90017

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

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

red Mail

red Mail Restricted Delivery

(\$500)

USPS TRACKING#



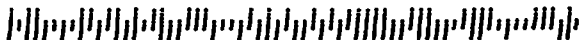
**First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10**

9590 9402 3911 8060 4022 11

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

The Law Office of Bryce A. Dodds
100 E. San Marcos Blvd., Ste. 400
San Marcos, CA 92069





Private Attorneys General Act (PAGA) – Filing

Amended PAGA Claim Notice

PAGA Number (LWDA-CM-) :

635736-18

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Attorney or Employee – Whoever is Filing)

Your Full Name Your Email Address

Bryce Dodds bdodds@brycedoddslaw.com

Your Street Name, Number and Suite/Apt Your Mobile Phone Number

100 E. San Marcos Blvd., Ste. 400 **760-840-7362**

Your City Your Work Phone Number

San Marcos **760-593-7353**

Your State

California

Your Zip/Postal Code

92069

Plaintiff/Aggrieved Employee Information

Plaintiff/Aggrieved Employee Name

Othella Jones

Employer Information

Employer Name

Apple Inc.

Employer Street Name, Number and Suite/Apt

Employer City

Employer State

Employer Zip/Postal Code

Amended Notice Detail

Please provide the details of the amendments to the original notice.

Amendment Detail

The amended notice contains all additional information detailing Apple's violations of California Labor Code section 2802, 226.7, 512, and 226, including the following facts: Though Ms. Jones has incurred necessary business expenses in providing and maintaining her home office, Apple has never reimbursed her in any way for these necessary business expenses. These necessary business expenses include such things as desk, chair, and other items related to the specific work space which are subject to Apple's requirements and approval; the pro rata share of her mortgage; property taxes; homeowner insurance; utilities such as electricity, gas, and water; and trash collection services. Apple has had and continues to have a policy and practice of not reimbursing current and former employees similarly situated to Ms. Jones for the above expenses. As a result, Apple has violated and continues to violate California Labor Code section 2802, by knowingly failing to reimburse Ms. Jones and its current and former employees similarly situated for necessary business expenditures they incurred. In addition, Apple requires Ms. Jones to take one customer service call after next, with some calls being longer than others. When Ms. Jones has helped some customers, those calls would not end until after the end of the fifth hour of work, causing her to take her lunch after the end of the fifth hour of work. Apple never compensated Ms. Jones an additional one hour of pay at her regular rate of pay when her meal periods were late or missed altogether, though Apple could easily determine a noncompliant meal period occurred by reviewing her electronic time records. Ms. Jones, on information and belief, believes other similarly situated employees experienced the same. And, Apple, by failing to reimburse Ms. Jones and other aggrieved similarly situated employees and to provide them legally-compliant meal periods, has failed to provide Ms. Jones and other aggrieved similarly situated employees accurate, itemized wage statements. Ms. Jones and current and former aggrieved Apple employees similarly situated, have incurred and continue to incur losses, have not been paid all meal period premium wages owed, and have not received accurate itemized wage statements. Apple must repay Ms. Jones and other aggrieved similarly situated current and former employees, along with penalties, interest, attorney fees, costs, and penalties.

Amended Notice

Amended Notice

20190130 – Jones – Amended PAGA Notice.pdf

Other Attachment (if any) (must be a .pdf)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

Attached File:

20190130 – Jones – Amended PAGA Notice.pdf (411 KB)

THE LAW OFFICE OF

BRYCE A. DODDS

100 E. SAN MARCOS BLVD., STE. 400
SAN MARCOS, CA 92069

TEL.: (760) 593-7353
FAX: (760) 593-4845
BDODDS@BRYCEDODDSLAW.COM

January 30, 2019

California Labor and Workforce Development Agency
Att'n.: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: Othella Jones v. Apple Inc.
Case no. LWDA-CM-635736-18
Amended PAGA Written Notice of Claims

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3, of the specific provisions of the California Labor Code believed to have been violated by Apple Inc., a California corporation (“Apple”).

This office has been retained by Othella Jones (“Ms. Jones”) to pursue this Labor Code Private Attorney General Act (“PAGA”) representative action (Cal. Labor Code §§ 2698, *et seq.*) against her current employer Apple for violations of California Labor Code section 2802, as further explained below. Ms. Jones wishes to pursue this action on behalf of herself as an aggrieved employee and on behalf of all other current and former similarly situated employees of Apple who have worked for Apple within the applicable statutory period.

Ms. Jones will testify to the following salient facts:

In August 2015, Apple Inc. hired Othella Jones as a non-exempt, full-time employee. Since her hire, Ms. Jones has held the position of “At-Home Advisor.” At all times during her employment with Apple, Ms. Jones has lived and worked in California.

At all relevant times, Apple has required Ms. Jones to work exclusively from her home, requiring her work location to be in the home she lives in, forbidding her to lease or rent an office space from a third party, requiring her workspace to be private and free of noises and distractions, and dictating the types of desks, chairs, and other items related to the specific work space subject to its approval. Apple has required and continues to require the same from its current and former employees similarly situated to Ms. Jones. And, Apple has never offered any workspace for Ms. Jones or others similarly situated to work from.

Even though Apple has required and continues to require Ms. Jones and other employees similarly situated to provide the home office from which most, if not all, work must be completed, Apple has a policy and practice of not reimbursing these employees for the expenses incurred in providing and maintaining the home office Apple requires.

Apple states that reimbursable expenses may include, but are not limited to basic office supplies as required for the position; AHA Reimbursement of \$23.08 per pay period to assist with the internet (subject to a copy of receipt); equipment approved for reimbursement by Apple; and travel expense for required business-related trips. Apple provides a device to answer calls and a computer to perform work on and has paid Ms. Jones reimbursements for internet expenses she incurred. Apple, however, has not reimbursed any of Ms. Jones's other expenses incurred.

Though Ms. Jones has incurred necessary business expenses in providing and maintaining her home office, Apple has never reimbursed her in any way for these necessary business expenses. These necessary business expenses include such things as desk, chair, and other items related to the specific work space which are subject to Apple's requirements and approval; the pro rata share of her mortgage; property taxes; homeowner insurance; utilities such as electricity, gas, and water; and trash collection services. Apple has had and continues to have a policy and practice of not reimbursing current and former employees similarly situated to Ms. Jones for the above expenses.

As a result, Apple has violated and continues to violate California Labor Code section 2802, by knowingly failing to reimburse Ms. Jones and its current and former employees similarly situated for necessary business expenditures they incurred.

In addition, Apple requires Ms. Jones to take one customer service call after next, with some calls being longer than others. When Ms. Jones has helped some customers, those calls would not end until after the end of the fifth hour of work, causing her to take her lunch after the end of the fifth hour of work. Apple never compensated Ms. Jones an additional one hour of pay at her regular rate of pay when her meal periods were late or missed altogether, though Apple could easily determine a noncompliant meal period occurred by reviewing her electronic time records. Ms. Jones, on information and belief, believes other similarly situated employees experienced the same.

And, Apple, by failing to reimburse Ms. Jones and other aggrieved similarly situated employees and to provide them legally-compliant meal periods, has failed to provide Ms. Jones and other aggrieved similarly situated employees accurate, itemized wage statements.

Ms. Jones and current and former aggrieved Apple employees similarly situated, have incurred and continue to incur losses, have not been paid all meal period premium wages owed, and have not received accurate itemized wage statements. Apple must repay Ms. Jones and other aggrieved similarly situated current and former employees, along with penalties, interest, attorney fees, costs, and penalties.

I. Apple fails to reimburse necessary business expenses, violating California Labor Code section 2802.

“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.” (Cal. Labor Code § 2802(a).)

California Labor Code section 2802(c) provides: “For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

As explained above, Apple required Ms. Jones and all of its other similarly situated current and former employees to incur necessary business expenses, but failed to reimburse those necessary business expenses, such failing to reimburse Ms. Jones and its other similarly situated current and former employees for the desk, chair, and other items related to the specific work space which are subject to Apple’s

requirements and approval; the pro rata share of each of their mortgage and or rent; property taxes; homeowner and or renter's insurance; utilities such as electricity, gas, and water; and trash collection services.

Apple has had and continues to have a policy and practice of not reimbursing Ms. Jones and its current and former employees similarly situated to Ms. Jones for the above expenses.

Because Apple has failed and continues to fail to reimburse these necessary business expenses to Ms. Jones and to its similarly situated current and former employees, and for its failure to pay interest under California Labor Code section 2802(b), Apple has violated California Labor Code section 2802.

II. Apple violates California Labor Code sections 226.7 and 512 by failing to provide compliant meal periods or compensation in lieu thereof.

IWC Wage Order 4-2001(11)(A) and California Code of Regulations, Title 8, section 11040(11)(A) require that employers authorize and permit all employees to take a duty-free meal period of at least thirty minutes for every five hours worked.

California Labor Code section 512 provides that no employer shall employ any person for a work period of more than five hours without a duty-free meal period of not less than 30 minutes.

IWC Wage Order 4-2001(11)(B) and California Code of Regulations, Title 8, section 11040(11)(B) provide that if an employer fails to provide an employee a duty-free meal period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of pay for each workday the meal period is not provided.

Further, Plaintiffs are entitled to damages under California Labor Code section 226.7 of one additional hour of pay at the employee's regular rate of pay for each duty free meal period was not provided within the requirements of the California Labor Code.

Apple failed to make available and timely provide meal periods to Ms. Jones and other aggrieved similarly situated employees by requiring her and others to take an unending stream of customer service calls, some running past the end of the fifth hour of work and causing Ms. Jones to receive her lunch after next, with some calls being longer than others. When Ms. Jones helped some customers, those calls

would not end until after the end of each of the fifth hour of work, causing her to take her lunch after the end of the fifth hour of work.

Apple never compensated Ms. Jones an additional one hour of pay at her regular rate of pay when her meal periods were late or missed altogether, though Defendants could easily determine a noncompliant meal period occurred simply by reviewing her electronic time records. Ms. Jones, on information and belief, believes that other similarly situated employees experienced the same.

As stated above, Ms. Jones and aggrieved similarly situated employees were denied legally compliant meal periods and were not compensated any premium wages for this denial. Because of this, Apple has violated California Labor Code sections 226.7 and 512, and IWC Wage Order 4-2001.

III. Apple fails to provide accurate, itemized wage statements, violating California Labor Code sections 226.

California Labor Code section 226(a) requires the employer, at the time of each payment of wages, to provide its employees with an accurate itemized written statement showing, among other things, all gross and net wages earned and all hours worked at each applicable hourly rate. (Cal. Labor Code §§ 226(a)(1), (5), (9).) The one hour of pay an employer must pay to its employees for violations of California Labor Code section 226.7 are regarded as wages. (*Murphy v. Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1120.)

As stated above, Apple has failed to reimburse Ms. Jones for necessary business expenses she incurred and has likewise failed to reimburse other aggrieved similarly situated employees. Apple has also failed to provide Ms. Jones and other aggrieved similarly situated employees with uninterrupted meal periods and meal periods within the first five hours of their shifts, as required under California law.

Apple knows or should know that it has not provided legally-compliant meal periods to Ms. Jones and other aggrieved similarly situated employees because the employees' electronic time records reveal this. Apple also knows or should know that it has not compensated Ms. Jones or its other aggrieved similarly situated employees one hour of pay at their regular rates of pay simply by referring to employees' pay records.

As a result, Apple has willfully failed to include an accurate representation of the gross and net wages owed to Ms. Jones and the other aggrieved similarly situated employees, thereby violating California Labor Code section 226.

Conclusion

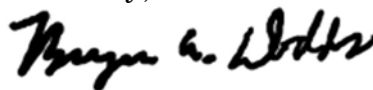
California Labor Code section 2699.3(a) permits an aggrieved employee to bring a civil action to recover civil penalties for violations of the California Labor Code sections 2802, 226.7, 512, and 226, which are each enumerated in California Labor Code section 2699.5.

California Labor Code section 2699(f)(2) provides: “the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Ms. Jones may recover these penalties for Apple’s violations of California Labor Code sections 2802, 226.7, 512, and 226.

Ms. Jones seeks to recover these penalties on behalf of herself and all other aggrieved former and current and former similarly situated employees of Apple for violations of California Labor Code sections 2802, 226.7, 512, and 226. Further, Ms. Jones will seek such penalties in a representative action, and also seek recovery of attorney fees, costs, and interest. Ms. Jones will not seek such penalties on a class action basis as class certification is not required in a PAGA penalty action. (*Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969, 974.)

Thank you for your assistance in this matter. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryce A. Dodds".

Bryce A. Dodds

PAGA NOTICE PUBLIC SEARCH

LWDA #	Plaintiff for PAGA Case	Employer Name	Employer City	Employer Postal Code	Filer/Attorney for PAGA Case	Law Firm for PAGA Plaintiff	Employer Filer	Employer Filer Firm	Court Case #	Submission Date
LWDA-CM-661221-19	Emily Azlin	Apple Inc.			Bryce Dodds	The Law Office of Bryce A. Dodds				01/30/19



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name	Your Last Name	Firm Name (if any)	Your Email Address
Bryce	Dodds	The Law Office of Bryce A. Dodds	bdodds@brycedoddslaw.com

Your Street Name, Number and Suite/Apt Your Mobile Phone Number
100 E. San Marcos Blvd., Ste. 400 760-840-7362

Your City Your Work Phone Number
San Marcos 760-593-7353

Your State
California

Your Zip/Postal Code
92069

Plaintiff Information

Plaintiff/Aggrieved Employee Name	Plaintiff/Aggrieved Employee Occupation
Emily Azlin	At-Home Advisor

Employer Information

Employer Entity Type	Employer Industry	Employer NAICS code	Employer Name
- Corporation		334111	Apple Inc.

Employer Street Name, Number and Suite/Apt	Employer City	Employer State	Employer Zip/Postal Code
One Apple Park Way	Cupertino	California	95014

Notice General Information

Estimated Number of Employees Impacted by
Violations
1000+

Postmark Date of Notice Sent to
Employer
01/30/2019

Notice Violations – Check All that Apply *

Misclassification Employee Classified as Contractor

Misclassification NonExempt Classified as Exempt

Child Labor Specify Ages

Minimum Wage

Overtime

Not paid for all hours worked

Not paid wages due on termination

Other Unpaid Wages

– **Other Unpaid Wages**

Tips or Gratuities

Payment or Reimbursement of Employee Expenses

– **Payment or Reimbursement of Employee Expenses**

Improper Form of Payment Including NSF Checks

Kickbacks

Meal and Rest Breaks

– **Meal and Rest Breaks**

Sick Leave

Lactation Accommodation (Labor Code 1030–1033)

Not providing required time off, other

Pay Discrimination on basis of sex, (Labor Code 1197.5)

No Wage Statements

Improper or Incomplete Wage Statements

– **Improper or Incomplete Wage Statements**

Other Notice or Posting or Recordkeeping

Public Works (Labor Code 1720 – 1815)

Apprenticeship (Labor Code 3070 – 3098)

Occupational Safety and Health (Labor Code 6300 et seq)

No Workers' Compensation

Licensing, Registration, or Permit

Unfair Immigration Activities

Agricultural Labor Relations

Industrial Homework

Retaliation for Protected Status or Activity (Specify)

Please Provide Details of Retaliation

Other(Maybe Multiple)

PAGA Claim Type – Check All that Apply *

Includes one or more listed in Labor Code 2699.5– not curable subject to 2699.3(a)

– **Includes one or more listed in Labor Code 2699.5– not curable subject to 2699.3(a)**

Includes one or more OSHA violations subject to requirements of 2699.3(b)

Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3 (c)

Filing Fee

IFP

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf)

20190130 – Azlin – PAGA Claim Notice.pdf

Other Attachment – (if any) (must be a .pdf)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

Attached File:

20190130 – Azlin – PAGA Claim Notice.pdf (410 KB)

THE LAW OFFICE OF

BRYCE A. DODDS

100 E. SAN MARCOS BLVD., STE. 400
SAN MARCOS, CA 92069

TEL.: (760) 593-7353
FAX: (760) 593-4845
BDODDS@BRYCEDODDSLAW.COM

January 30, 2019

California Labor and Workforce Development Agency
Att'n.: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

**Re: Emily Azlin v. Apple Inc.
PAGA Written Notice of Claims**

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3, of the specific provisions of the California Labor Code believed to have been violated by Apple Inc., a California corporation (“Apple”).

This office has been retained by Emily Azlin (“Ms. Azlin”) to pursue this Labor Code Private Attorney General Act (“PAGA”) representative action (Cal. Labor Code §§ 2698, *et seq.*) against her current employer Apple for violations of California Labor Code section 2802, as further explained below. Ms. Azlin wishes to pursue this action on behalf of herself as an aggrieved employee and on behalf of all other current and former similarly situated employees of Apple who have worked for Apple within the applicable statutory period.

On information and belief, Ms. Azlin will testify to the following salient facts:

Apple hired Ms. Azlin as a non-exempt, full-time employee. Since her hire, Ms. Azlin has held the position of “At-Home Advisor.” At all times during her employment with Apple, Ms. Azlin has lived and worked in California.

At all relevant times, Apple has required Ms. Azlin to work exclusively from her home, requiring her work location to be in the home she lives in, forbidding her to lease or rent an office space from a third party, requiring her workspace to be private and free of noises and distractions, and dictating the types of desks, chairs, and other items related to the specific work space subject to its approval. Apple has required and continues to require the same from its current and former employees similarly situated to Ms. Azlin. And, Apple has never offered any workspace for Ms. Azlin or others similarly situated to work from.

Even though Apple has required and continues to require Ms. Azlin and other employees similarly situated to provide the home office from which most, if not all, work must be completed, Apple has a policy and practice of not reimbursing these employees for the expenses incurred in providing and maintaining the home office Apple requires.

Apple states that reimbursable expenses may include, but are not limited to basic office supplies as required for the position; AHA Reimbursement of \$23.08 per pay period to assist with the internet (subject to a copy of receipt); equipment approved for reimbursement by Apple; and travel expense for required business-related trips. Apple provides a device to answer calls and a computer to perform work on and has paid Ms. Azlin reimbursements for internet expenses she incurred. Apple, however, has not reimbursed any of Ms. Azlin's other expenses incurred.

Though Ms. Azlin has incurred necessary business expenses in providing and maintaining her home office, Apple has never reimbursed her in any way for these necessary business expenses. These necessary business expenses include such things as desk, chair, and other items related to the specific work space which are subject to Apple's requirements and approval; the pro rata share of her mortgage; property taxes; homeowner insurance; utilities such as electricity, gas, and water; and trash collection services. Apple has had and continues to have a policy and practice of not reimbursing current and former employees similarly situated to Ms. Azlin for the above expenses.

As a result, Apple has violated and continues to violate California Labor Code section 2802, by knowingly failing to reimburse Ms. Azlin and its current and former employees similarly situated for necessary business expenditures they incur.

In addition, Apple requires Ms. Azlin to take one customer service call after next, with some calls being longer than others. When Ms. Azlin has helped some customers, those calls would not end until after the end of the fifth hour of work, causing her to take her lunch after the end of the fifth hour of work. Apple never compensated Ms. Azlin an additional one hour of pay at her regular rate of pay when her meal periods were late or missed altogether, though Apple could easily determine a noncompliant meal period occurred by reviewing her electronic time records. Ms. Azlin, on information and belief, believes other similarly situated employees experienced the same.

And, Apple, by failing to reimburse Ms. Azlin and other aggrieved similarly situated employees and to provide them legally-compliant meal periods, has failed to provide Ms. Azlin and other aggrieved similarly situated employees accurate, itemized wage statements.

Ms. Azlin and current and former aggrieved Apple employees similarly situated, have incurred and continue to incur losses, have not been paid all meal period premium wages owed, and have not received accurate itemized wage statements. Apple must repay Ms. Azlin and other aggrieved similarly situated current and former employees, along with penalties, interest, attorney fees, costs, and penalties.

I. Apple fails to reimburse necessary business expenses, violating California Labor Code section 2802.

“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.” (Cal. Labor Code § 2802(a).)

California Labor Code section 2802(c) provides: “For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

As explained above, Apple required Ms. Azlin and all of its other similarly situated current and former employees to incur necessary business expenses, but failed to reimburse those necessary business expenses, such failing to reimburse Ms. Azlin and its other similarly situated current and former employees for the desk, chair, and other items related to the specific work space which are subject to Apple’s

requirements and approval; the pro rata share of each of their mortgage and or rent; property taxes; homeowner and or renter's insurance; utilities such as electricity, gas, and water; and trash collection services.

Apple has had and continues to have a policy and practice of not reimbursing Ms. Azlin and its current and former employees similarly situated to Ms. Azlin for the above expenses.

Because Apple has failed and continues to fail to reimburse these necessary business expenses to Ms. Azlin and to its similarly situated current and former employees, and for its failure to pay interest under California Labor Code section 2802(b), Apple has violated California Labor Code section 2802.

II. Apple violates California Labor Code sections 226.7 and 512 by failing to provide compliant meal periods or compensation in lieu thereof.

IWC Wage Order 4-2001(11)(A) and California Code of Regulations, Title 8, section 11040(11)(A) require that employers authorize and permit all employees to take a duty-free meal period of at least thirty minutes for every five hours worked.

California Labor Code section 512 provides that no employer shall employ any person for a work period of more than five hours without a duty-free meal period of not less than 30 minutes.

IWC Wage Order 4-2001(11)(B) and California Code of Regulations, Title 8, section 11040(11)(B) provide that if an employer fails to provide an employee a duty-free meal period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of pay for each workday the meal period is not provided.

Further, Plaintiffs are entitled to damages under California Labor Code section 226.7 of one additional hour of pay at the employee's regular rate of pay for each duty free meal period was not provided within the requirements of the California Labor Code.

Apple failed to make available and timely provide meal periods to Ms. Azlin and other aggrieved similarly situated employees by requiring her and others to take an unending stream of customer service calls, some running past the end of the fifth hour of work and causing Ms. Azlin to receive her lunch after next, with some calls being

longer than others. When Ms. Azlin helped some customers, those calls would not end until after the end of each of the fifth hour of work, causing her to take her lunch after the end of the fifth hour of work.

Apple never compensated Ms. Azlin an additional one hour of pay at her regular rate of pay when her meal periods were late or missed altogether, though Defendants could easily determine a noncompliant meal period occurred simply by reviewing her electronic time records. Ms. Azlin, on information and belief, believes that other similarly situated employees experienced the same.

As stated above, Ms. Azlin and aggrieved similarly situated employees were denied legally compliant meal periods and were not compensated any premium wages for this denial. Because of this, Apple has violated California Labor Code sections 226.7 and 512, and IWC Wage Order 4-2001.

III. Apple fails to provide accurate, itemized wage statements, violating California Labor Code sections 226.

California Labor Code section 226(a) requires the employer, at the time of each payment of wages, to provide its employees with an accurate itemized written statement showing, among other things, all gross and net wages earned and all hours worked at each applicable hourly rate. (Cal. Labor Code §§ 226(a)(1), (5), (9).) The one hour of pay an employer must pay to its employees for violations of California Labor Code section 226.7 are regarded as wages. (*Murphy v. Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1120.)

As stated above, Apple has failed to reimburse Ms. Azlin for necessary business expenses she incurred and has likewise failed to reimburse other aggrieved similarly situated employees. Apple has also failed to provide Ms. Azlin and other aggrieved similarly situated employees with uninterrupted meal periods and meal periods within the first five hours of their shifts, as required under California law.

Apple knows or should know that it has not provided legally-compliant meal periods to Ms. Azlin and other aggrieved similarly situated employees because the employees' electronic time records reveal this. Apple also knows or should know that it has not compensated Ms. Azlin or its other aggrieved similarly situated employees one hour of pay at their regular rates of pay simply by referring to employees' pay records.

As a result, Apple has willfully failed to include an accurate representation of the gross and net wages owed to Ms. Azlin and the other aggrieved similarly situated employees, thereby violating California Labor Code section 226.

Conclusion

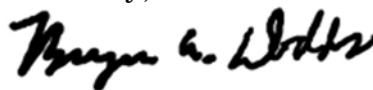
California Labor Code section 2699.3(a) permits an aggrieved employee to bring a civil action to recover civil penalties for violations of the California Labor Code sections 2802, 226.7, 512, and 226, which are each enumerated in California Labor Code section 2699.5.

California Labor Code section 2699(f)(2) provides: “the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Ms. Azlin may recover these penalties for Apple’s violations of California Labor Code sections 2802, 226.7, 512, and 226.

Ms. Azlin seeks to recover these penalties on behalf of herself and all other aggrieved former and current and former similarly situated employees of Apple for violations of California Labor Code sections 2802, 226.7, 512, and 226. Further, Ms. Azlin will seek such penalties in a representative action, and also seek recovery of attorney fees, costs, and interest. Ms. Azlin will not seek such penalties on a class action basis as class certification is not required in a PAGA penalty action. (*Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969, 974.)

Thank you for your assistance in this matter. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryce A. Dodds".

Bryce A. Dodds

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SAN MARCOS

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A. Signature

X CT CORPORATION SYSTEM Agent
818 West Seventh Street Addressee
Suite 930 Date of Delivery

B. Received by (Printed Name) Los Angeles, CA 90017 FEB 04 20

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

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CA

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(Weight:1.50 oz)

(Estimated Delivery Date)

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Certified	\$3.50
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Total:	\$7.00
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PAGA NOTICE PUBLIC SEARCH

LWDA #	Plaintiff for PAGA Case	Employer Name	Employer City	Employer Postal Code	Filer/Attorney for PAGA Case	Law Firm for PAGA Plaintiff	Employer Filer	Employer Filer Firm	Court Case #	Submission Date
LWDA-CM-906908-22	Deanna Buckner	Apple Inc.			Bryce Dodds	The Law Office of Bryce A Dodds				09/09/22

Thank you for submission of your PAGA Case.

noreply@salesforce.com <noreply@salesforce.com>
on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Fri 09/09/2022 1:24 PM

To: Bryce Dodds <bdodds@brycedoddslaw.com>

9/9/2022

LWDA Case No. LWDA-CM-906908-22

Law Firm : The Law Office of Bryce A Dodds

Plaintiff Name : Deanna Buckner

Employer: Apple Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>

THE LAW OFFICE OF

BRYCE A. DODDS

120 BIRMINGHAM DR., STE. 250-B
CARDIFF-BY-THE-SEA, CA 92007

TEL.: (760) 593-7353
BDODDS@BRYCEDODDSLAW.COM

September 9, 2022

California Labor and Workforce Development Agency
Att'n.: PAGA Administrator
800 Capitol Mall, Ste. 5000 (MIC-55)
Sacramento, CA 95814

**Re: Deanna Buckner v. Apple Inc.
PAGA Written Notice of Claims**

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3, of the specific provisions of the California Labor Code believed to have been violated by Apple Inc., a California corporation (“Apple”).

This written notice relates to LWDA Case no. LWDA-CM-635736-18, Othella Jones v. Apple Inc. and to LWDA Case no. LWDA-CM-661221-19, Emily Azlin v. Apple Inc.

This office has been retained by Deanna Buckner (“Ms. Buckner”) to pursue this Labor Code Private Attorney General Act (“PAGA”) representative action (Cal. Labor Code §§ 2698, *et seq.*) against her current employer Apple for violations of California Labor Code section 2802, as further explained below. Ms. Buckner wishes to pursue this action on behalf of herself as an aggrieved employee and on behalf of all other current and former similarly situated employees of Apple who have worked for Apple within the applicable statutory period.

Ms. Buckner will testify to the following salient facts.

I. Facts

Around October 2015, Apple Inc. hired Deanna Buckner as a non-exempt, full-time employee. Since her hire, Ms. Buckner has held the position of “At-Home Advisor.” At all times during her employment with Apple, Ms. Buckner has lived and worked in California. Ms. Buckner is a current employee of Apple Inc.

At all relevant times, Apple has required Ms. Buckner to work exclusively from her home, requiring her work location to be in the home she lives in, forbidding her to lease or rent an office space from a third party, requiring her workspace to be private and free of noises and distractions, and dictating the types of desks, chairs, and other items related to the specific work space subject to its approval. Apple has required and continues to require the same from its current and former employees similarly situated to Ms. Buckner. And, Apple has never offered any workspace for Ms. Buckner or others similarly situated to work from.

Even though Apple has required and continues to require Ms. Buckner and other employees similarly situated to provide the home office from which most, if not all, work must be completed, Apple has a policy and practice of not reimbursing these employees for the expenses incurred in providing and maintaining the home office Apple requires.

Apple states that reimbursable expenses may include, but are not limited to basic office supplies as required for the position; AHA Reimbursement of \$23.08 per pay period to assist with the internet (subject to a copy of receipt); and equipment approved for reimbursement by Apple. Apple provides a device to answer calls and a computer to perform work on and has paid Ms. Buckner partial reimbursements for internet expenses she incurred. Apple, however, has not reimbursed any of Ms. Buckner’s other necessary business expenses incurred.

Though Ms. Buckner has incurred necessary business expenses in providing and maintaining her home office, Apple has never reimbursed her in any way for these necessary business expenses. These necessary business expenses include such things as desk, chair, and other items related to the specific workspace which are subject to Apple’s requirements and approval; the pro rata share of her rent; utilities such as electricity, gas, and water; and trash collection services. Apple has had and continues to have a policy and practice of not reimbursing current and former employees

similarly situated to Ms. Buckner for the above expenses and others such as the pro rata share of mortgage, homeowner's insurance, and property taxes.

As a result, Apple has violated and continues to violate California Labor Code section 2802, by knowingly failing to reimburse Ms. Buckner and its current and former employees similarly situated for necessary business expenditures they incurred.

Ms. Buckner and current and former aggrieved Apple employees similarly situated, have incurred and continue to incur necessary business expenses/losses. Apple must reimburse Ms. Buckner and other aggrieved similarly situated current and former employees, along with penalties, interest, attorney fees, and costs.

II. Apple fails to reimburse necessary business expenses, violating California Labor Code section 2802.

"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." (Cal. Labor Code § 2802(a).)

California Labor Code section 2802(c) provides: "For purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

As explained above, Apple required Ms. Buckner and all of its other similarly situated current and former employees to incur necessary business expenses, but failed to reimburse those necessary business expenses, such as failing to reimburse Ms. Buckner and its other similarly situated current and former employees for the desk, chair, and other items related to the specific workspace which are subject to Apple's requirements and approval; the pro rata share of each of their mortgage and or rent; property taxes; homeowner and or renter's insurance; utilities such as electricity, gas, and water; and trash collection services.

Apple has had and continues to have a policy and practice of not reimbursing Ms. Buckner and its current and former employees similarly situated to Ms. Buckner for the above expenses.

Because Apple has failed and continues to fail to reimburse these necessary business expenses to Ms. Buckner and to its similarly situated current and former employees, and for its failure to pay interest under California Labor Code section 2802(b), Apple has violated California Labor Code section 2802.

III. Conclusion

California Labor Code section 2699.3(a) permits an aggrieved employee to bring a civil action to recover civil penalties for violations of the California Labor Code sections 2802, 226.7, 512, and 226, which are each enumerated in California Labor Code section 2699.5.

California Labor Code section 2699(f)(2) provides: “the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Ms. Buckner may recover these penalties for Apple’s violations of California Labor Code sections 2802, 226.7, 512, and 226.

Ms. Buckner seeks to recover these penalties on behalf of herself and all other aggrieved former and current and former similarly situated employees of Apple for violations of California Labor Code sections 2802, 226.7, 512, and 226. Further, Ms. Buckner will seek such penalties in a representative action, and also seek recovery of attorney fees, costs, and interest. Ms. Buckner will not seek such penalties on a class action basis as class certification is not required in a PAGA penalty action. (*Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969, 974.)

Thank you for your assistance in this matter. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,



Bryce A. Dodds



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Grand Total: \$7.85

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PS Form 3800, April 2015 PSN 7530-02-000-9047

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