

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiff NADIA SCURRY and all others similarly situated
[Additional Counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JENNIFER MACHADO and NADIA
SCURRY, individually and as the State of
California's designated proxies pursuant to the
Private Attorneys General Act (PAGA) on
behalf of the State of California and other
aggrieved employees,

Plaintiffs,

v.

KLAP6 TECHNOLOGIES LLC, a Texas
limited liability company; IEM
INTERNATIONAL, INC., a Delaware
corporation; and DOES 6 through 50,

Defendants.

) Case Nos. 37-2023-00020925-CU-OE-CTL
) (Consolidated with Case No. 37-2023-
) 00022638)

) [Assigned for all purposes to the Hon. Katherine
) A. Bacal, Dept. C-63]

) **DECLARATION OF AARON A. BARTZ IN**
) **SUPPORT OF MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) Date: November 7, 2025
) Time: 1:30 p.m.
) Dept: C-63

1 Thomas D. Rutledge (SBN 200497)
2 Attorney-at-Law
3 16956 Via de Santa Fe, Suite 1847
4 Rancho Santa Fe, California 92091-4606
5 Telephone: (619) 886-7224
6 Email: thomasrutledgelaw@gmail.com

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Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

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1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Bartz Law Group APC, and Class Counsel for the Plaintiffs herein. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

PRELIMINARY APPROVAL AND NOTICE TO CLASS MEMBERS

4. Pursuant to the Order, on August 22, 2025, the settlement administrator Phoenix Class Action Administration Solutions (“Phoenix”), mailed the Class Notice to the 192 class members. (*See Declaration of Jarrod Salinas*).

6. As of the date of preparation of this motion, no class members have objected to the Settlement, and not one class member has requested exclusion from the Settlement. The average payment to each class member is approximately \$560.

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- (1) Net settlement fund: \$107,511;
- (2) Attorney's fees and costs: \$73,333 in attorneys' fees and \$12,206 in costs;
- (3) Settlement administrator expenses of \$6,950;
- (4) PAGA payment: \$5,000 (\$3,750 to the LWDA, and \$1,250 to aggrieved employees);
- (5) Class representative enhancements totaling \$15,000, or \$7,500 for each named Plaintiff.

8. This case arises out of wage and hour violations by Defendants against its non-California employees. After filing separate actions in 2023, Plaintiffs filed a Third Amended Complaint on December 20, 2024. A true and correct copy of Plaintiffs' operative Amended Complaint is attached hereto as **Exhibit 3**.

10. Prior to attending Mediation, Defendants provided Plaintiffs with class-wide data which Plaintiffs' Counsel could extrapolate a damage analysis in preparation of mediation. There are a total of 192 Class Members and 3,550 workweeks in the Class Period.

DECLARATION OF AARON A. BARTZ IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1 raised on appeal and potential appeals down the road. Plaintiffs also recognize the expense and
2 length of continued proceedings necessary to continue the litigation against Defendants through
3 trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and
4 risk of denial of motion for class certification and the uncertain outcomes resulting from further
5 litigation, and the difficulties and delays inherent in such litigation.

6 12. Plaintiffs and their counsel discounted the value of the class claims consistent with
7 the risks discussed above. They carefully weighed the likelihood of the class receiving
8 substantially greater benefit if the litigation continued, and concluded – in light of these very real
9 and substantial risks – settlement on the proposed terms and without prolonged and costly litigation
10 was in the best interests of the class. The overall \$220,000 recovery represents a significant
11 percentage of Defendant’s potential exposure and, given Defendant’s multi-layered defenses and
12 all other potential risks of continued litigation, a total recovery for the class of \$220,000, which
13 will result in average award of approximately \$560 per class member, plus additional sums under
14 PAGA, is a significant result well within the range of reasonableness considering all potential
15 outcomes, and it will provide direct monetary awards to all Class Members without further delay.

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17 **ATTORNEY COMPETENCE IN CLASS ACTIONS**

18 13. I am experienced class action counsel, including specializing in wage and hour
19 and employment claims. Some of the class action litigation on which I have been approved as
20 Class Counsel include:

- 21 a. *Wilkins, et al. v. Equinox Holdings, Inc.*
22 Los Angeles Superior Court, No.: BC440058
23 b. *TBC Retail Group Wage and Hour Cases*
24 Los Angeles Superior Court, No.: JCCP No. 4701
25 c. *Cassery v. Randstad US, L.P., et al.*
26 U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)
27 d. *Crilly v. Micro Electronics, Inc.*
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- 1 Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC
- 2 e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
- 3 Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC
- 4 f. *Holsted et al. v. R.J. Noble Company et. al.*
- 5 Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC
- 6 g. *Piggue v. Chief Protective Services, Inc.*
- 7 Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC
- 8 h. *Walsh v. Pacific Bell Telephone Company*
- 9 Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC
- 10 i. *Woods v. JFK Memorial Hospital*
- 11 Riverside County Superior Court, No.: INC 1205209
- 12 j. *Ramirez et. al v. Titan Insurance of New Mexico*
- 13 Riverside County Superior Court, No.: RIC1211890
- 14 k. *DeSantos v. Jaco Oil Company, et al.*
- 15 U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT
- 16 l. *Duran v. Big 5 Corp.*
- 17 Los Angeles Superior Court, Case No. BC557154
- 18 m. *Sheahan v. Celtic Leasing Corporation, Inc.*
- 19 Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC
- 20 n. *Panasis v. Control4 Corporation*
- 21 United States District Court, Central District of California
- 22 Case No. SACV-16-1179-DOC
- 23 o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
- 24 United States District Court, Western District of Washington
- 25 Case No. C12-2184 TSZ
- 26 p. *Matthews v. Whelan Security of California, Inc.*
- 27 Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC
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- 1 q. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*,
2 Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC
3 r. *Wang v. Fountain Valley Regional Hospital*
4 Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC
5 s. *Skerl v. Sutter Bay Hospitals*
6 San Mateo Superior Court, No. 21-CIV-02057

7 14. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in
8 Economics and English, and graduated from Southwestern Law School in 1998. Since becoming
9 a lawyer in 1998, my practice has focused on complex litigation matters, and for more than a
10 decade, complex employment law and wage and hour matters.

11 15. I am a member of the California State Bar, the Orange County Bar Association,
12 Los Angeles County Bar Association, and California Employment Lawyers Association. I have
13 an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 27+
14 year career, I have handled many successful employment law matters both at the trial and
15 appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases,
16 the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my
17 clients. I have successfully prosecuted and obtained significant recoveries in several class action
18 lawsuits and other lawsuits involving complex legal and factual issues. In 2015, I was co-lead
19 counsel in *Walsh v. Pacific Bell*, which settled for \$16,800,000. Recently, in October 2023, I
20 was also co-lead counsel in *Skerl v. Sutter Bay Hospitals*, in which final approval was granted for
21 a \$12,000,000 settlement for health care workers. I have also been involved in many other
22 million and multi-million dollar verdicts and settlements over the years.

23 16. In addition to myself, Rex J. Phillips, an attorney with over 19 years of
24 experience, also assisted me with the prosecution of this case. Mr. Phillips graduated with
25 Honors from Glendale University College of Law, achieved a B.A. in English from California
26 State Polytechnic University, Pomona, and has many years of experience prosecuting
27 employment actions, including wage and hour class and representative actions.
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1 17. Moreover, assisting Mr. Phillips and I on this case were paralegals Nestor Mejia
2 and Leanne Nguyen-Phuoc. Mr. Mejia has an AA from West Los Angeles College in Business
3 Administration, and has many years of experience working on employment and wage and hour
4 matters, including PAGA and complex class actions, for my firm and others within California.
5 Ms. Nguyen-Phuoc has a BA from University of California, Irvine (UCI), and attained a
6 paralegal certificate from UCI in 2023. Ms. Nguyen-Phuoc has worked on various employment
7 and wage and hour matters for the past year.

8 **CLASS REPRESENTATIVE ENHANCEMENT**

9 18. Plaintiff Nadia Scurry has been intimately involved in the prosecution of this case
10 from the beginning. Prior to filing this case, I spent numerous hours talking to Plaintiff about the
11 wage and hour issues that she experienced while working for Defendant, and worked with her in
12 developing the theories of the case. Ms. Scurry was very helpful in connecting Class Counsel to
13 other putative class members who experienced similar wage and hour violations, and assisted
14 with interpreting the documents produced in informal discovery. Plaintiff also assisted in the
15 preparation for mediation, and has produced payroll and other employment records to assist
16 Class Counsel in pursuing the claims in this case.

17 19. In addition, Ms. Scurry is releasing all claims, not just wage and hour claims, as
18 part of her release in this case. As such, Plaintiff's release includes a waiver of unknown claims
19 and their rights under California Civil Code § 1542.

20 20. Ms. Scurry has been diligent in every aspect of this case, throughout the pre-filing
21 and discovery, attending mediation, and ensuring that the class received the best resolution
22 possible in this case.

23 21. Based on the work that she has done for the class in this case, the risks of this
24 litigation, I believe Ms. Scurry is entitled to her enhancement award of \$7,500.

25 **ATTORNEYS FEES, COSTS AND EXPENSES**

26 22. To date, my firm Bartz Law Group APC has spent approximately 100 hours on
27 this case and has incurred approximately \$77,836 in fees thus far. My billing rate is currently
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1 \$925 per hour, but for most of the billings on this case, was \$850 an hour, and my associate
2 attorney, Rex Phillips' billing rate is \$650 an hour, and my paralegals, Nestor Mejia and Leanne
3 Nguyen-Phuoc, bill at a rate of \$295 and \$215 per hour, respectively. Attached as **Exhibit 4** is a
4 true and correct copy of the attorneys' fees incurred by Bartz Law Group APC in this case. The
5 fees incurred were reasonable and necessary in order to prosecute this case. These rates are well
6 within reasonable market rates in Southern California, and generally modest when compared to
7 other employment law attorneys with comparable experience, and do not reflect the risk with this
8 being a contingency case.

9 23. In total, Class Counsel has billed more than 282 hours, representing
10 approximately \$267,354 in attorneys fees in this case. (See also Declarations of Walter Haines
11 and Thomas Rutledge). As such, Class Counsel's request for \$73,333 in attorneys' fees is
12 reasonable.

13 24. Class Counsel has also incurred reasonable and necessary costs to prosecute this
14 action, including filing fees, mediation fees, and expert fees, among others. Class Counsel
15 therefore requests costs of \$12,206. My firm's total costs to prosecute this action are \$6,580.
16 Attached as **Exhibit 5** are Bartz Law Group APC attorneys' costs incurred in connection with
17 this case.

18 25. Class Counsel is requesting attorneys' fees of \$73,333, or one-third of the gross
19 settlement amount. Class Counsel believes that pursuant to *Lealao v. Beneficial California, Inc.*,
20 82 Cal.App.4th 19 (2000), that the fee request in this case is fair and reasonable in view of the
21 typical common fund attorneys' fees awards and similar California class action settlements.

22 26. The settlement administrator Apex requests \$6,950 in fees and costs to administer
23 the settlement. Based on my experience in prosecuting wage and hour class actions, Phoenix's
24 expenses of \$6,950 to administer the settlement is fair and reasonable, and should be approved.
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1 I declare under penalty of perjury under the laws of California that the foregoing is true
2 and correct. Executed on October 13, 2025, at Irvine, California.

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4 //Aaron A. Bartz//

Aaron A. Bartz

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jennifer Machado and Nadia Scurry (“Plaintiffs”) and Defendants Klap6 Technologies, LLC and IEM International, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” collectively means the Plaintiffs’ lawsuits alleging wage and hour and other employment law violations against Defendants, including *Nadia Scurry v. Klap6 Technologies LLC*, Case No. 37-2023-00022638-CU-OE-CTL (“Scurry Action”) and *Jennifer Machado et al. v. Klap6 Technologies LLC et al.*, Case No. 37-2023-00020925-CU-OE-CTL (“Machado Action”), both filed in the San Diego Superior Court and consolidated under case number 37-2023-00020925-CU-OE-CTL.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who have worked in California for Defendants at any time from February 16, 2022 through the date of preliminary approval of the settlement, whether or not the Aggrieved Employee opts out of the class settlement, and represented by the Plaintiffs and the State of California Labor and Workforce Development Agency.
- 1.5. “Class” means all non-exempt current and former employees who worked in California for Defendants during the Class Period.
- 1.6. “Class Counsel” means Bartz Law Group, APC, United Employees Law Group, PC, and Thomas D. Rutledge.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee), during the Class Period.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from May 16, 2019 through the date of preliminary approval of the settlement.
- 1.13. “Class Representatives” mean the named Plaintiffs Jennifer Machado and Nadia Scurry, seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of San Diego.
- 1.16. “Defendants” means Defendants Klap6 Technologies LLC and IEM International, Inc., Ted Lemcke, Dan Michael, Madhu Beriwal, Kamalnath Nagasubramaniam, and Naresh Madanlal Kothari
- 1.17. “Defense Counsel” means Eric Fox of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., and Kartikey Pradhan of Kaufman Dolowich LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the date the Court enters

Judgment; (b) if one or more Participating Class Members objects to the Settlement, the deadline for filing a notice of appeal from the Judgment or the appeal is withdrawn; or if a timely appeal from the Judgment is filed, the day the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Two Hundred Twenty Thousand Dollars (\$220,000.00) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment approved by Defense Counsel and entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from February 16, 2022 through the date of preliminary approval of the settlement.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiffs’ February 16, 2023 and May 16, 2023, and June 11, 2024 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties under, among other things, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1198.5, 2699, and 2802.
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$5,000.00), allocated 25% to the Aggrieved Employees (\$1,250.00) and 75% to LWDA (\$3,750.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” mean Jennifer Machado and Nadia Scurry, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.
- 1.41. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a

written request to be excluded from the Class Settlement signed by the Class Member.

- 1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1. Plaintiff Jennifer Machado filed the *Machado* Action on May 16, 2023, and Plaintiff Nadia Scurry filed the *Scurry* Action on May 30, 2023. Thereafter, on December 20, 2024, Plaintiffs complaints were consolidated with the operative Third Amended Complaint in the *Machado* Action, which asserts claims for failure to pay minimum/regular wages, failure to pay state overtime, failure to pay wages timely, failure to comply with meal and rest break laws, failure to provide accurate wage statements, failure to maintain records, failure to reimburse expenses, failure to pay sick pay, violation of Business and Professions Code section 17200, violation of the PAGA, and Wrongful termination. Defendants deny the allegations alleged in the Action, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On June 6, 2024, the Parties attended a Mediation before Russ Wunderli, Esq., but the Parties were unable to reach a settlement. Thereafter, the Parties engaged in vigorous and hard-fought settlement discussions, which after extensive back and forth negotiations, led to this Agreement to settle the Action.
- 2.4. Prior to engaging in settlement discussions, Plaintiffs obtained, through informal discovery, time and payroll records of Defendants, policy documents, and other information and data sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*

(2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendants promise to pay Two Hundred Twenty Thousand Dollars (\$220,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all applicable employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants agree to pay the Gross Settlement Amount, which is the total and all-inclusive amount that Defendants will be obligated to pay under the Settlement embodied by this Agreement. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.3. To Plaintiffs: Class Representative Service Payment to the Class Representatives in the amount of not more than Seven Thousand Five Hundred Dollars (\$7,500.00) to each of the Class Representatives, totaling Fifteen Thousand Dollars (\$15,000.00), in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed the above amounts. If the Court approves Class Representative Service Payments less than the amount requested, the remainder shall be allocated to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.4. To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be Seventy Three Thousand Three Hundred and Thirty Three (\$73,333.00) and a Class Counsel Litigation Expenses Payment of not more than Fifteen Thousand Dollars (\$15,000.00). 50% of the proceeds are payable to Thomas D. Rutledge and 50% to BARTZ LAW GROUP APC and UNITED EMPLOYEES

LAW GROUP APC. Defendants will not oppose this request. Attorneys' fees and costs shall be paid out of the gross settlement amount subject to the approval of the Court. Class Counsel, some or all, may elect to have the Settlement Administrator, directly or indirectly, disburse all or part of their Court-approved attorneys' fees award paid to some or all of some of them in periodic payments, through a structured settlement and/or to an assignee. Class Counsel electing to structure their fees and costs will bear any and all costs, fees, and expenses of administration for any periodic payments of such award and shall be fully responsible for any taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including without limitation, any such issues, claims, and/or disputes brought by the state or federal government concerning the payment of taxes thereon. Class Counsel shall indemnify, defend, and hold Defendant and Defense Counsel harmless for all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments. To the extent the Court approves any award for attorneys' fees that does not equal 33% of the Total Settlement Amount, Class Counsel retains the right to appeal the Court's award. Should Class Counsel appeal the Court's award, the difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending Class Counsel's appeal. After resolution of any appeal, any funds not awarded to Class Counsel then in possession of the Settlement Administrator will be added to the Net Settlement Fund for distribution to Aggrieved Employees and the LWDA by the Settlement Administrator on a proportional basis relative to the size of their Settlement Shares, in accordance with other administration and distribution requirements hereunder, and Class Counsel shall pay any additional costs incurred by the Settlement Administrator for this purpose. The Parties agree the Court's approval of any request for attorneys' fees and costs is not a condition of this settlement Agreement and that an award of less than the amounts requested would not give rise to a basis for Plaintiffs or their counsel to abrogate this settlement Agreement, but Class Counsel retains the right to appeal the Court's determination of fees and costs at the expense of Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel

Litigation Expenses Payment.

- 3.5. To the Administrator: An Administrator Expenses Payment not to exceed Six Thousand Nine Hundred Fifty Dollars (\$6,950.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,950, the Administrator will allocate the remainder in the Net Settlement Amount.
- 3.6. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.6.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.6.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Five Thousand Dollars (\$5,000.00) to be paid from the Gross Settlement Amount, with 75% (\$3,750.00) allocated to the LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA Payments.
 - 3.7.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$1,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees

during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.7.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 205 Class Members who collectively worked a total of 3550 Workweeks from June 1, 2022 to November 30, 2023, and 205 PAGA Aggrieved Employees who worked a total of 3550 PAGA Pay Periods from June 1, 2022 to November 30, 2023.
- 4.2. Class Data. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount within 10 days of the Effective Date. Defendants shall also fund the amounts necessary to fully pay Defendants' share of payroll taxes. All such funds shall be transmitted to the Administrator in accordance with the above schedule.
- 4.4. Payments from the Gross Settlement Amount. Within 10 days after the Defendants fully fund the entire Gross Settlement Amount, the

Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to California Controller's Unclaimed

Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiffs’ Release. Plaintiffs fully release and forever discharge Defendants and the Released Parties from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney’s fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiffs’ employment by Defendants or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiffs’ employment or termination thereof with Defendants taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on

occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.3. Released Class Claims By Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse expenses, including Labor Code sections section 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2699, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and

causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

5.3.1. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released, and discharged Released Parties from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; and operative procedures for protecting the security of Class Data, and other documents reasonable and necessary to secure approval of the Settlement.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this

Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, proposed Judgment, and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.4. Plaintiffs' Counsel shall submit a copy of the proposed settlement to the LWDA at the same time that it is submitted to the Court pursuant to California Labor Code section 2699(s)(2). Additionally, Plaintiffs' Counsel shall submit a copy of the court's order granting the motion for final approval and Judgment to the LWDA within ten (10) days after entry of the order or Judgment pursuant to California Labor Code section 2699(s)(3).

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3. Not later than 5 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Court will have the final authority in the event that challenges from Class Members remain unresolved.
- 7.7. Objections to Settlement.
- 7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice. Not later than 5 days after the expiration of the deadline for submitting Objections, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Objections; and (b) copies of all Objections submitted (whether valid or invalid).
- 7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or

otherwise susceptible to challenge, unless the Court determines otherwise.

- 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval and proposed Judgment.

- 8.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to

file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 8.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 8.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 8.4. Waiver of Right to Appeal. Unless provided otherwise, provided the Judgment is consistent with the terms and conditions of this Agreement or later revisions or amendments thereto, the Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 8.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional

Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. **DEFENDANTS' RIGHT TO RESCIND.** Defendants retain the right, in the exercise of their sole discretion, to rescind this Settlement Agreement within ten (10) days after the expiration of the opt out period in section 7.5 above, if ten percent (10%) or more of Class Members opt out of this Settlement. All signatories and their counsel must not encourage opt-outs. All signatories and their counsel specifically agree not to solicit opt-outs, directly or indirectly, through any means. In the event that Defendants exercise the right to rescind pursuant to this paragraph, Defendants shall be responsible for all Administrator costs incurred to the date of the rescission.

11. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to

disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

- 12.3. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement

Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the

Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Bartz Law Group APC
5151 California Ave., Suite 100
Irvine, CA 92617
Attn: Aaron A. Bartz
aaron@bartzlawgroup.com

Thomas D. Rutledge, Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, CA 92091
Attn: Thomas D. Rutledge
thomasrutledgelaw@gmail.com

To Defendants:

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Attn: Eric M. Fox
eric.fox@ogletree.com

Kaufman Dolowich LLP
425 California Street, Suite 2100
San Francisco, CA 94104
Attn: Kartikey A. Pradhan
kpradhan@kaufmandolowich.com

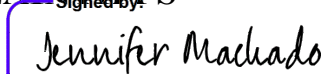
- 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 12.21. No Additional Contribution by Defendants. Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of Claims and, issuance of the final order and Judgment) provided in this Agreement or to fully and finally settle and resolve the class action claims, individual claims, and PAGA claims.
- Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.
- 12.22. Taxes. Plaintiffs and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendants or the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to

demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

- 12.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

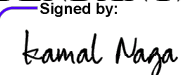
Dated: 5/7/2025

“PLAINTIFFS”
Signed by:
By: 
B25698F7ACF842C...
Plaintiff, Jennifer Machado

Dated: _____

By: _____
Plaintiff, Nadia Scurry

Dated: 5/27/2025

“DEFENDANTS”
Signed by:
By: 
11456B392B68489...
Defendant, Klap 6 Technologies LLC
By: _____
Its: _____

Dated: _____

By: _____
Defendant, IEM International, Inc.
By: Brad Tiffie
Its: Chief Administrative Officer

demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

- 12.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

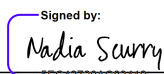
IT IS SO AGREED:

“PLAINTIFFS”

Dated: _____

By: _____
Plaintiff, Jennifer Machado

Dated: 5/9/2025

By:  _____
Plaintiff, Nadia Scurry

“DEFENDANTS”

Dated: _____

By: _____
Defendant, Klap 6 Technologies LLC
By:
Its:

Dated: _____

By: _____
Defendant, IEM International, Inc.
By: Brad Tiffie
Its: Chief Administrative Officer

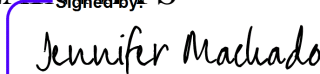
demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

- 12.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

“PLAINTIFFS”

Dated: 5/7/2025

Signed by:

By: B25698F7ACF842C...
Plaintiff, Jennifer Machado

Dated: _____

By: _____
Plaintiff, Nadia Scurry

“DEFENDANTS”

Dated: _____

By: _____
Defendant, Klap 6 Technologies LLC
By: _____
Its: _____

Dated: 5/15/2025

Signed by:

By: 76F9874E260741A...
Defendant, IEM International, Inc.
By: Brad Tiffie
Its: Chief Administrative Officer

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Jennifer Machado et al. v. Klap6 Technologies LLC et al.

Case No. 37-2023-00020925-CU-OE-CTL

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Klap6 Technologies LLC and IEM International, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees Jennifer Machado and Nadia Scurry (“Plaintiffs”) and seeks payment of (1) past due wages and other relief for a class of all current and former non-exempt employees who did not sign arbitration agreements (“Class Members”) who worked for Defendants during the Class Period (May 16, 2019 to _____); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendants and did not sign arbitration agreements during the PAGA Period (February 16, 2022 to _____) (“Aggrieved Employees”).

Defendants deny these allegations and maintain that they complied with the law at all times. Defendants believe that Plaintiffs’ claims are without merit.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$__ (less withholding) and your Individual PAGA Payment is estimated to be \$_. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)**

The above estimates are based on Defendants' records showing that **you worked** _____ **workweeks** during the Class Period and **you worked** _____ **workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by ____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section D of this Notice.
---	---

A. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks, failure to reimburse expenses, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Bartz Law Group APC, United Employees Law Group PC, and Thomas D. Rutledge ("Class Counsel.") Defendants strongly deny violating any laws or failing to pay any wages and contends that they complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants engaged in informal settlement negotiations to resolve the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the

proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants will pay Two Hundred Twenty Thousand Dollars (\$220,000.00) as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than 10 days after the Judgment is entered by the Court becomes final. The Judgment will be final when the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to Seventy Three Thousand Three Hundred and Thirty Three Dollars (\$73,333.00) (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to Fifteen Thousand Dollars (\$15,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to Fifteen Thousand Dollars (\$15,000.00) to Plaintiffs (i.e. \$7,500 to each of the named Plaintiffs Jennifer Machado and Nadia Scurry) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - c. Up to Six Thousand Nine Hundred Fifty Dollars (\$6,950.00) to the Administrator for services administering the Settlement.
 - d. Up to Five Thousand Dollars (\$5,000.00) for PAGA Penalties,

allocated 75% to the LWDA PAGA Payment (\$3,750.00) and 25% in Individual PAGA Payments (\$1,250.00) to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller’s Unclaimed Property Fund in the name of the Class Member.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[DATE]**, that you wish to opt-out. In order to opt-out of the Settlement, you should set forth your name, present address, telephone number, and request exclusion from the settlement to the Administrator by the date set

forth above. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, **[INSERT]** (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section I of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs’ PAGA

Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to reimburse expenses, failure to maintain requisite payroll records, including Labor Code sections section 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2699, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related persons and entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released and discharged Defendants and Released Persons from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and those based solely

upon the facts alleged in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **[DATE]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section I** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____, at _____. Objections must be postmarked no later than _____. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written

objections within this deadline.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **[DATE]** at **[TIME]** in Department C-63, of the San Diego Superior Court, located at 330 West Broadway, San Diego, California 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

I. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed Settlement Agreement and other approval papers, which are on file with the clerk of the San Diego Superior Court, 330 West Broadway, San Diego, California 92101. You may also call or email class counsel using the contact information listed below.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Aaron A. Bartz, Esq.
aaron@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

Thomas D. Rutledge, Esq.

thomasrutledgelaw@gmail.com
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, CA 92091
Telephone: (619) 886-7224

Settlement

Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

~~RECEIVED~~
~~June 30, 2025~~

F I L E D
San Diego Superior Court
Central Division

JUL 25 2025

Clerk of the Superior Court
By: A. Yim, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO-CENTRAL DIVISION

JENNIFER MACHADO and NADIA) Case No.: 37-2023-00020925-CU-OE-
SCURRY, individually and as the State) CTL (Consolidated with Case No. 37-
of California's designated proxies) 2023-00022638)
pursuant to the Private Attorneys General)
Act (PAGA) on behalf of the State of) Judge: Hon. Katherine A. Bacal
California and other aggrieved) Dept.: 63
employees,)

~~PROPOSED~~ ORDER

Plaintiffs,

vs.

KLAP6 TECHNOLOGIES LLC, a
California limited liability company;
IEM INTERNATIONAL, INC., a
Delaware corporation; and DOES 1
through 50,

Defendants.

1 **ORDER GRANTING PRELIMINARY APPROVAL OF**
2 **CLASS ACTION AND PAGA SETTLEMENT**

3 This matter came on for hearing on July 25, 2025, at 1:30 p.m. in Department
4 63 of the above-captioned court on the Plaintiffs' Motion for Preliminary Approval of
5 Class Action and PAGA Settlement (the "Motion"), upon the terms and conditions set
6 forth in the Class Action and Paga Settlement Agreement and Class Notice
7 ("Settlement Agreement" or "Settlement"), a copy of which is attached as **Exhibit 1**
8 to the Declaration of Thomas D. Rutledge filed concurrently with the Motion and
9 incorporated herein by reference as though part of this Order. The Parties appeared
10 via their respective counsel.

11 The Court, having fully reviewed the Motion, the Memorandum of Points and
12 Authorities, the Declarations filed in support thereof, the Settlement Agreement, the
13 Court Approved Notice of Class Action Settlement and Hearing Date For Final Court
14 Approval (the "Class Notice"), and pursuant to the Court's duty to make a preliminary
15 determination as to the reasonableness of any proposed class action and PAGA
16 settlement, and to ensure proper notice is provided to Class Members and Aggrieved
17 Employees in accordance with due process requirements, and to set a Final Approval
18 hearing regarding the proposed settlement, and having heard the argument of Counsel
19 for the respective parties, **THE COURT MAKES THE FOLLOWING**
20 **DETERMINATIONS AND ORDER:**

21 It appears to the Court on a preliminary basis that the settlement amount is fair
22 and reasonable to the Class when balanced against the probable outcome of further
23 litigation relating to class certification, liability and damages issues and potential
24 appeals. It further appears that significant investigation, research, and litigation has
25 been conducted such that counsel for the Parties at this time are able to reasonably
26 evaluate their respective positions. It further appears that settlement at this time will
27 avoid substantial costs, delay and risks that would be presented by the further
28 prosecution of the litigation. It further appears that the proposed Settlement has been

1 reached as the result of intensive, serious, and non-collusive negotiations between the
2 Parties.

3 Accordingly, good cause appearing, the Motion for Preliminary Approval of
4 the Class and PAGA Settlement is hereby **GRANTED**. As a part of said preliminary
5 approval thereof, the Court hereby orders that the Settlement Class be conditionally
6 certified for settlement purposes only, the PAGA settlement be preliminarily
7 approved, and Thomas D. Rutledge, Esquire, Aaron Bartz, Esquire, and Walter L.
8 Haines, Esquire and their respective law offices, are conditionally and preliminarily
9 appointed Class Counsel.

10 **THE COURT FURTHER FINDS AND ORDERS AS FOLLOWS:**

11 1. The Court finds that the Settlement Agreement is within the range of
12 reasonableness of a settlement that could ultimately be given final approval by this
13 Court.

14 2. The Court notes that Defendants vigorously deny and continue to deny
15 generally each and all the claims and contentions alleged in this Action.

16 3. The Court preliminarily finds that the terms of the class-action settlement
17 are fair, just, reasonable, and adequate, pursuant to § 382 of the California Code of
18 Civil Procedure.

19 4. The Court finds that the elements of numerosity, commonality,
20 typicality, and adequacy have been established to support conditional certification of
21 the Settlement Class for settlement purposes only, and that the settlement does not
22 have any obvious deficiencies nor does it improperly grant preferential treatment to
23 the Class Representatives or segments of the Settlement Class.

24 5. The Court further finds that significant investigation, research, litigation,
25 and formal and informal discovery have been conducted such that the Counsel for the
26 Plaintiffs Jennifer Machado and Nadia Scurry, individually and on behalf of the State
27 of California, Aggrieved Employees, and all others similarly situated (collectively the
28 “Plaintiffs”) and the named Defendants were able to reasonably evaluate their

1 respective positions, and that the settlement appears to be the product of serious,
2 informed, and non-collusive negotiations.

3 6. The Court hereby appoints, for settlement purposes, Plaintiffs Jennifer
4 Machado and Nadia Scurry as the Class Representatives.

5 7. The court further finds that the Thomas D. Rutledge, Esquire, Aaron
6 Bartz, Esquire, and Walter L. Haines, Esquire have established adequacy to be
7 appointed as Class Counsel, counsel for the Aggrieved Employees, and counsel for
8 the State of California as designated proxies pursuant to the PAGA.

9 8. The Settlement Class is hereby provisionally certified by this Order for
10 settlement purposes only and shall constitute all persons who are employed or were
11 previously employed by Defendants Klap6 Technologies LLC, IEM International,
12 Inc., Ted Lemcke, Dan Michael, Madhu Beriwal, Kamalnath Nagasubramaniam, and
13 Naresh Madanlal Kothari (collectively, the “Defendants”) in California from May 16,
14 2019, to the date of the Court’s entry of this Order.

15 9. The Aggrieved Employees are defined as all persons who Defendants
16 employed in California from February 16, 2022, to the date of the Court’s entry of
17 this Order.

18 10. The Court approves and appoints Phoenix Settlement Administrators to
19 serve as the Settlement Administrator (“Administrator”).

20 11. The Court approves the proposed Class Notice (attached as **Exhibit A** to
21 **Exhibit 1** of the Declaration of Thomas D. Rutledge filed in support of the Motion),
22 and orders an appropriately modified version of this Notice to be mailed to Settlement
23 Class Members and Aggrieved Employees in accordance with the terms of the
24 Settlement.

25 12. The Court finds that the Class Notice constitutes the best notice
26 practicable under the circumstances and is in full compliance with the laws of the
27 state of California and, to the extent applicable, the United States Constitution and the
28 requirements of due process.

1 13. The Court further finds that the Class Notice fully and accurately informs
2 Settlement Class Members of all material elements of the proposed Settlement.

3 14. The Class Notice adequately advises the Class about:

- 4 A. The respective class action;
- 5 B. The settlement terms and the benefits available to each
6 respective Class Member;
- 7 C. Class Members' right to object and/or to exclude
8 themselves ("opt out") and the timing and procedures for
9 doing so;
- 10 D. The conditional certification of the Class for settlement
11 purposes only;
- 12 E. Preliminary court approval of the proposed settlement;
- 13 F. Timing and procedures for distributing the settlement
14 funds; and
- 15 G. The date of the Final Approval Hearing and Class
16 Members' right to submit objections, where to submit
17 them, how to submit them, and where to appear in
18 connection with the Final Approval Hearing.

19 15. Accordingly, the Court hereby approves the proposed Class Notice, finds
20 that mailing to the last known address of Settlement Class Members, as specifically
21 described within the Settlement Agreement, constitutes an effective method of
22 notifying Settlement Class Members of their rights with respect to the Settlement.

23 16. The Court further finds that the terms of the settlement as they relate to
24 the claims arising under the PAGA are fair and reasonable.

25 17. The Court preliminarily approves the PAGA settlement and orders that
26 the Class Notice shall be issued to the Aggrieved Employees.

27 18. The Court orders that the parties shall comply with all aspects of the
28 Settlement Agreement.

1 19. The Court orders that any Settlement Class Member who wishes to
2 request exclusion from the Settlement including excluding themselves from any
3 monetary relief and associated releases must send the Administrator, by fax, email, or
4 mail, a written Request for Exclusion by the Response Deadline. A Request for
5 Exclusion is any written correspondence from a Class Member or his/her
6 representative that reasonably communicates the Class Member's election to be
7 excluded from the Settlement of the class action claims and includes the Class
8 Member's name, address, and email address or telephone number. To be valid, a
9 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response
10 Deadline. Aggrieved Employees may not exclude themselves from the Settlement of
11 the Released PAGA Claims.

12 20. Every Settlement Class Member who does not submit a timely and valid
13 Request for Exclusion is deemed to be a Settlement Class Member under the
14 Agreement shall receive all benefits and are bound by all terms and conditions of the
15 Settlement, including the Settlement Class Members' Releases under Paragraph V of
16 the Agreement.

17 21. Excluded Settlement Class Members who are Aggrieved Employees are
18 deemed to release the PAGA claims identified in Paragraph V of the Agreement
19 during the PAGA Period only and are eligible to receive their respective share of the
20 proceeds payable to PAGA Distribution component of the Settlement.

21 22. The Court orders that only non-excluded Class Members may object to
22 the Settlement.

23 23. The Court orders that Settlement Class Members may send written
24 objections to the Administrator, by fax, email, or mail as described in the Class
25 Notice. In the alternative, Settlement Class Members may appear in Court (or hire an
26 attorney to appear in Court) to present verbal objections at the Final Approval
27 Hearing. A Settlement Class Member who elects to send a written objection to the
28 Administrator must do within 45 days from when the Class Notice is mailed.

24. The Court orders that excluded Settlement Class Members have no right to object to the Settlement.

25. The Court finds that Class Counsel timely complied with California Labor Code § 2699(s)(2) by submitting the Motion for Preliminary Approval of the Settlement to the Labor Workforce Development Agency concurrently with Plaintiffs' submission to the Court.

26. The Court will hold a Final Approval Hearing at 11:00 a.m. on 11/17/25, 2025, in Department 63 of the Superior Court of California, County of San Diego located at 330 West Broadway, San Diego, California 92101, to determine whether the Court should grant final approval of the Settlement as fair, reasonable, and adequate, at which time the Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiffs' requests for Class Representative Service Payments, Class Counsel's attorneys' fees and costs, and the Administrator's fee.

27. Each Party retains the right to respond to any objection raised by Settlement Class Members, including the right to file responsive documents in Court no later than five court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

28. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to the Class.

29. Any Settlement Class Member may be heard at the Final Approval Hearing in support of, or in opposition to, the Court's determination of the good faith, fairness, reasonableness and adequacy of the proposed Settlement, the requested attorneys' fees and costs, the requested Class Representative Service Payments, the payment to the Administrator, and any other aspect of the order granting final approval.

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*Order preliminary
apprehensions*

IT IS SO ORDERED.

Dated: 7/25/25



Hon. Katherine A. Bacal
Judge of the Superior Court of California
County of San Diego

EXHIBIT 3

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224

Thomas D. Rutledge (SBN 200497)
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091-4606
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

Attorneys for Plaintiffs (Cont. next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

JENNIFER MACHADO and NADIA
SCURRY, individually and as the State
of California's designated proxies
pursuant to the Private Attorneys General
Act (PAGA) on behalf of the State of
California and other aggrieved
employees,

Plaintiffs,

vs.

KLAP6 TECHNOLOGIES LLC, a Texas
limited liability company; IEM
INTERNATIONAL, INC., a Delaware
corporation; and DOES 6 through 50,

Defendants.

Case No.: 37-2023-00020925-CU-OE-CTL

Judge: Hon. Katherine A. Bacal
Dept.: 69

**THIRD AMENDED COMPLAINT
FOR:**

1. Failure to pay minimum/regular wages;
2. Failure to Pay State Overtime;
3. Failure to Pay Wages Timely;
4. Failure to Comply with Meal and Rest Break Laws;
5. Failure to Provide Accurate Wage Statements;
6. Failure to Maintain Records;
7. Failure to Reimburse Expenses;
8. Failure to Pay Sick Pay;
9. Claim for miscellaneous Labor Code Violations via the PAGA;
10. Violation of Bus. & Prac. Act §17200; and
11. Wrongful Termination

1 Aaron A. Bartz (SBN 198722)
2 BARTZ LAW GROUP, APC
3 5151 California Ave., Suite 100
Irvine, California 92617
4 Tel: (949) 504-4413 / Fax: (949) 656-7760
5 Email: aaron@bartzlawgroup.com

6 Walter L. Haines, Esq. (SBN 71075)
7 UNITED EMPLOYEES LAW GROUP, PC
8 8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
9 Tel.: (562) 256-1047 / Fax: (562) 256-1006
10 Email: walter@uelglaw.com

11 Attorneys for Plaintiffs

12 Plaintiffs JENNIFER MACHADO and NADIA SCURRY, on behalf of the
13 State of California, and acting for the interests of other current and former employees
14 (Aggrieved Employees) and the putative class, and all others similarly situated
15 individuals (cumulatively the “Plaintiffs”), allege the following:

16 **NATURE OF THE ACTION**

17 1. This is a consumer and wage and hour individual, class, and
18 representative action.

19 2. Pursuant to Code of Civil Procedure § 382 and the Private Attorney
20 General Act (“PAGA”), §§ 2698, 2699 of the California Labor Code, Plaintiffs bring
21 this proposed class and representative action against Defendants for wage and hour
22 abuses in violation of the California Labor Code and the Industrial Welfare
23 Commission Wage Orders (the “IWC Wage Orders”), all of which contribute to
24 Defendants’ deliberate unfair competition in California.

25 3. Defendant KLAP6 TECHNOLOGIES LLC is a labor contractor that
26 employs hundreds of Aggrieved Employees statewide.

27 4. Defendant KLAP6 TECHNOLOGIES LLC provides labor to various
28 client employers doing business in California.

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1 “Defendants.”

2 13. Plaintiffs are informed and believe, and based thereon allege, that each
3 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter
4 ego for each of the other Defendants and each were co-conspirators with respect to the
5 acts and the wrongful conduct alleged herein so that each is responsible for the acts of
6 the other pursuant to the conspiracy and in proximate connection with the other
7 Defendant(s).

8 14. Plaintiffs are informed and believe, and based thereon allege, that each
9 Defendant was acting partly within and partly without the scope and course of their
10 employment, and was acting with the knowledge, permission, consent, and ratification
11 of every other Defendant.

12 15. Plaintiffs are informed and believe, and based thereon allege that each of
13 the Defendants was an agent, managing general partner, managing member, owner, co-
14 owner, partner, employee, and/or representative of each of the Defendants and was at
15 all times material hereto, acting within the purpose and scope of such agency,
16 employment, contract and/or representation, and that each of them is jointly and
17 severally liable to Plaintiffs.

18 16. Plaintiffs are informed and believe, and based thereon allege that each of
19 the Defendants is liable to Plaintiffs under legal theories and doctrines including but
20 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter
21 ego, based in part, on the facts set forth below.

22 17. Plaintiffs are informed and believe, and based thereon allege, that each
23 of the named Defendants are part of an integrated enterprise and have acted or
24 currently act as the employer and/or joint employer of the Plaintiffs/Class Members
25 making each of them liable for the wage and hour violations alleged herein.

26 18. Plaintiffs are informed and believe, and therefore allege, that one, more
27 than one, or each of the named Defendants are liable to the Plaintiffs under legal
28 theories and doctrines including but not limited to (1) the common law joint employer

1 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named
2 Defendants worked as the central hub to an overall business operation by which the
3 interrelationship between these Defendants makes each of the Defendants liable for
4 the wage and hour violations alleged herein.

5 **GENERAL ALLEGATIONS**

6 19. Defendant KLAP6 TECHNOLOGIES LLC is a labor contractor that
7 provides labor to client employers, such as, Defendant IEM INTERNATIONAL INC.
8 (formerly INNOVATIVE EMERGENCY MANAGEMENT, INC.) and upon
9 information and belief, Skaggs Company LLC, Skaggs Holdings LLC, Erin Skaggs,
10 Jarrod Skaggs, Kenneth Wilson, and many others.

11 20. At all times relevant, Defendants employed Plaintiff MACHADO as a
12 hospitality worker on an hourly basis as a non-exempt nonunion worker who
13 performed work in the County of San Diego, California during all times relevant until
14 Defendants terminated her on or about May 12, 2023 after receiving a letter from her
15 lawyer requesting her personnel file.

16 21. From about November 2022 to January 2023, Defendants employed
17 Plaintiff SCURRY as a hospitality worker on an hourly basis as a non-exempt
18 nonunion worker who performed work in the County of San Diego, California.

19 22. The named Plaintiffs are “aggrieved employees” because Defendants
20 employed Plaintiffs in California and Plaintiffs experienced one or more of the
21 alleged Labor Code violations committed against the Plaintiffs, and therefore the
22 named Plaintiffs are properly suited to act on behalf the state, and collect civil
23 penalties for all violations committed against the Aggrieved Employees as defined by
24 Labor Code § 2699(c).

25 23. California law provides that an aggrieved employee may file a
26 representative action under the PAGA against an employer for civil penalties in
27 connection with violations of the Labor Code and Wage Order.

28 24. On information and belief, current and former employees of Defendants

1 suffered from Defendants' Labor Code violations.

2 **Wage Statement Claims.**

3 25. During all time relevant, and pursuant to company policy and/or practice
4 and/or direction, Plaintiffs are informed and believe, and therefore allege that
5 Defendants issued the named Plaintiff and other Aggrieved Employees unlawful wage
6 and earning statements.

7 26. Plaintiffs are informed and believe, and therefore allege that during all
8 times relevant, Defendant KLAP6 TECHNOLOGIES LLC is and was a "Labor
9 Contractor" within the meaning of Labor Code § 2810.3 and a "temporary services
10 employer" as defined in Labor Code § 201.3.

11 27. Plaintiffs are informed and believe, and therefore allege that Plaintiffs
12 and many Aggrieved Employees worked for a "Client employer" within the meaning
13 of Labor Code § 2810.3, such as Defendant IEM INTERNATIONAL INC. (formerly
14 INNOVATIVE EMERGENCY MANAGEMENT, INC.) and others.

15 28. Labor Code § 226 subdivision (a) provides, "[I]f the employer is a
16 temporary services employer as defined in Section 201.3, the rate of pay and the total
17 hours worked for each temporary services assignment" must be reported on each
18 wage and earning statement the temporary services employer issues to its employees.

19 29. During all times relevant, Plaintiffs allege that Defendants were required
20 to comply with the foregoing requirement of Labor Code § 226 subdivision (a)
21 because Defendant KLAP6 TECHNOLOGIES LLC is and was during all times
22 relevant a "temporary services employer" within the meaning of Labor Code § 201.3.

23 30. Defendants failed to comply with Labor Code § 226 subdivision (a)
24 because the wage and earning statements it issued to the named Plaintiff and
25 Aggrieved Employees are missing information showing "the total hours worked for
26 each temporary services assignment."

27 31. Further, Defendants failed to set forth the proper regular rate when
28 calculating overtime when commissions and other non-discretionary compensation

1 was paid to the Aggrieved Employees.

2 32. In addition to the foregoing stand-alone claim under Labor Code § 226,
3 Plaintiffs are informed and believe, and therefore allege that Plaintiff's paystubs and
4 those of similarly situated employees of Defendants were inaccurate because
5 Defendants failed to pay them all wages to which they had a right to receive, as
6 alleged herein, supporting a derivative claim under Labor Code § 226.

7 33. As to Plaintiffs' PAGA case, this claim is also premised, in part, on
8 Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees
9 per *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

10 **Wage Claims.**

11 34. During all time relevant, and pursuant to company policy and/or practice
12 and/or direction, Plaintiffs are informed and believe, and therefore allege, that
13 Defendants employed failed to pay Aggrieved Employees all wages, e.g., overtime,
14 minimum wages, etc., as required by law.

15 35. This claim is premised, in part, on Defendants' failure to accurately
16 calculate the regular rate of pay and, thus, paid Plaintiffs and the putative Class
17 overtime compensation at less than the rate required by law not only because
18 Defendants paid Plaintiffs at a wage rate less than what Defendants were required to
19 pay under local law as alleged above but also because Defendants failed to include
20 earned nondiscretionary bonuses into putative Class Members' regular rate of pay for
21 overtime pay purposes in violation of California law. *See* § 49.1.1 of the California
22 Division of Labor Standards and Enforcement Policies and Interpretations Manual.

23 36. By way of example, during the April 9, 2023 to April 15, 2023 pay
24 period, the named Plaintiff MACHADO earned \$165 for a "performance bonus" and
25 she worked 32 regular hours and 16 overtime hours, which means the overtime pay
26 per hour on her bonus alone was supposed to be \$82.50. (See
27 dir.ca.gov/dlse/faq_overtime.htm.)

28 37. Instead, for the foregoing pay period, Defendants only paid the named

1 Plaintiff MACHADO \$27.51 for her overtime pay based on her earned bonus,
2 resulting in Defendants underpaying Plaintiff MACHADO \$54.99 for the foregoing
3 pay period.

4 38. In many instances, Defendants underpaid Aggrieved Employees'
5 overtime because many Aggrieved Employees earned bonus payments that Defendant
6 never included into Aggrieved Employees' regular rate of pay for overtime pay
7 computations.

8 39. During all times relevant, Plaintiffs are also informed and believe, and
9 therefore allege, that Defendants did not pay Aggrieved Employees earned bonuses to
10 which they had a right to receive.

11 40. This claim is also premised on Plaintiffs' right to pursue all Labor Code
12 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
13 *USA, Inc.*, 23 Cal. App. 5th 745 (2018).

14 **Failure to Pay Meal and Rest Break Premiums.**

15 41. During all time relevant, and pursuant to company policy and/or practice
16 and/or direction, Plaintiffs are informed and believe and based thereupon allege that
17 Defendants deprived Plaintiffs and other hourly employees from taking lawful meal
18 and rest periods and did not pay and refused to pay premium pay to workers.

19 42. Plaintiffs allege they worked ten hour shifts, yet Defendants only
20 provided one meal break, not two as required under California law.

21 43. Plaintiffs allege that Defendants also interrupted their rest breaks in
22 violation of California law, and/or were not authorized or permitted to take rest
23 periods, because Plaintiffs were always on-call during their shifts. *See Augustus v.*
24 *ABM Security Services*, 2 Cal. 5th 257 (2016).

25 44. This claim is also premised on Plaintiffs' right to pursue all Labor Code
26 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
27 *USA, Inc.*, 23 Cal. App. 5th 745 (2018).

28 **Unreimbursed Work-Related Expense Claims.**

1 45. During all time relevant and pursuant to company policy and/or practice
2 and/or direction, Plaintiffs are informed and believe and based thereupon allege that
3 Defendants failed to reimburse its employees for work related expenses.

4 46. This claim is premised, in part, on Defendants' policy of encouraging
5 Aggrieved Employees to use their personal smart phones during the workday,
6 especially for using the google translate application when communicating with the
7 hundreds of illegal migrants her employer was hired to accommodate.

8 47. Defendants, however, failed to reimburse Aggrieved Employees for the
9 above-described work-related use of their personal phones in violation of California
10 law.

11 48. This claim is also premised on Plaintiffs' right to pursue all Labor Code
12 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
13 *USA, Inc.*, 23 Cal. App. 5th 745 (2018).

14 **Derivative Claims.**

15 49. During all time relevant and pursuant to company policy and/or practice
16 and/or direction, Plaintiffs and others did not receive their final paychecks
17 immediately upon involuntary termination or within 72 hours of voluntary separation,
18 were not paid final wages at the location of employment, and said final paychecks did
19 not include all wages due to the employee.

20 50. For example, when Defendants terminated the named Plaintiffs,
21 Plaintiffs allege that Defendants failed to pay the named Plaintiffs all unpaid wages in
22 Plaintiffs' final paychecks or in a timely manner pursuant to law.

23 51. To date, Plaintiffs allege that Defendants have not paid Plaintiffs all of
24 Plaintiffs' wages due and payable, in an amount to be proven at trial.

25 52. Plaintiffs' derivative claims are also premised, in part, on Plaintiffs' right
26 to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v.*
27 *Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

28 **Retaliation.**

1 53. On May 12, 2023, at about 4:30 p.m. Pacific Standard Time (PST), the
2 named Plaintiff MACHADO, via counsel, sent a request for her personnel file and
3 payroll records via email to the Defendants.

4 54. On May 12, 2023, at about 5:49 p.m. Pacific Standard Time (PST),
5 Defendants sent the named Plaintiff MACHADO an email telling her she was
6 terminated.

7 55. Plaintiff MACHADO is informed and believes and based thereupon
8 alleges that Defendants terminated her employment because of the letter her lawyer
9 sent in retaliation for her exercising her rights as an employee in violation of
10 California law and for her threats, or potential threats of reporting Defendants'
11 unlawful behavior to the authorities.

12 **CLASS ACTION ALLEGATIONS**

13 56. Plaintiffs bring this action on behalf of themselves and all others
14 similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure.

15 57. Plaintiffs seek to represent the classes and/or subclasses composed of
16 and defined as follows:

17 **All persons Defendants employed in California as non-**
18 **exempt employees at any time from May 30, 2019, to the**
19 **present who were issued wage statements from Defendant**
20 **KLAP6 TECHNOLOGIES LLC.**

21 58. As to the foregoing Class, Plaintiffs also seek to represent the following
22 subclasses composed of and defined as follows:

23 **Minimum/Regular Wage Subclass:** All Members of the Class
24 who during the relevant period, failed to receive
25 minimum/regular wages for all hours worked.

26 **State Overtime Subclass:** All Members of the Class who,
27 during the relevant period, worked more than eight hours per
28 day and/or in 40 hours per week and who did not receive

overtime pay at the requisite overtime rate of pay.

Meal Break Subclass: All Members of Plaintiff Class who, during the applicable statute of limitations period (1) worked for any of the Defendants and were not provided compliant meal breaks and (2) were not provided one hour of pay at their regular rate of compensation in lieu thereof.

Rest Break Subclass: All Members of Plaintiff Class who, during the applicable statute of limitations period (1) worked for any of the Defendants and were not provided compliant rest breaks or paid for time spent during rest breaks and (2) were not provided one hour of pay at their regular rate of compensation in lieu thereof.

Unreimbursed Expense Subclass: All Members of the Class who, during the relevant period, Defendants did not reimburse for reasonable and necessary expenses.

Wage Statement Subclass: All Members of the Class who, during the applicable statute of limitations period, did not receive accurate itemized wage statements as required by Labor Code § 226.

Waiting Time Subclass: All Members of the Class who, during the applicable limitations period, did not receive all wages due in a timely manner as required by Labor Code §§ 201-204.

UCL Subclass: All Members of the Class, who, during the relevant period, are owed restitution in the form of (1) unreimbursed expenses and/or (2) wages earned and unpaid because of Defendants' uniform pay policies and procedures.

59. The above-mentioned Class is collectively be referred to as "Class Members."

60. Plaintiffs reserve the right under the California Rules of Court, to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

1 61. This action is brought and may properly be maintained as a Class Action
2 under the provisions of § 382 of the Code of Civil Procedure because there is a
3 well-defined community of interest in the litigation and the proposed Class is easily
4 ascertainable.

5 **A. Numerosity.**

6 62. The potential members of the Class as defined are so numerous or many,
7 that joinder of all the members of the Class is impracticable.

8 63. While the precise number of Class Members has not been determined at
9 this time, Plaintiffs are informed and believe, and based thereon allege, that
10 DEFENDANT EMPLOYER currently employs, and during the relevant time periods
11 employed, a sufficient number of employees to warrant class certification if all other
12 elements are met.

13 64. Accounting for employee turnover during the relevant periods
14 necessarily increases the number of potential members of the Class.

15 **B. Commonality.**

16 65. There are questions of law and fact common to the Class that predominate
17 over any questions affecting only individual Class Members.

18 66. Common questions of law and fact include, without limitation and subject
19 to possible further amendment, the following for the Class:

- 20 a. Whether Defendants violated the Labor Code and the
21 applicable Wage Order by not fully compensating
22 Plaintiffs and the Class by failing to pay minimum wage
23 and/or regular wages as required by law;
24 b. Whether Defendants' policy or practice of not
25 paying Plaintiffs and putative class members
26 overtime compensation for the hours they worked
27 over 40 in a workweek or eight hours in a day is
28 illegal under Labor Code §§ 510, 1771, 1774, 1776,

- 1 1194, and the applicable Wage Order;
- 2 c. Whether Defendants violated the meal and rest break
- 3 provisions of California law by failing to provide
- 4 Plaintiffs with duty-free 30-minute meal breaks for shifts
- 5 of five hours or more and/or duty free 10-minute rest
- 6 breaks as required by law and Defendants' failure to pay
- 7 premium pay as a result thereof;
- 8 d. Whether Defendants violated Labor Code §§ 2802
- 9 by failing to reimburse Plaintiffs for business
- 10 expenses;
- 11 e. Whether Defendants violated Labor Code §§ 226
- 12 by not providing accurate paystubs;
- 13 f. Whether Defendants' policy or practice of not
- 14 paying hourly employees all their wages due in
- 15 their final paychecks immediately upon involuntary
- 16 termination or when 72 hours' notice was provided
- 17 before voluntary resignation, is unlawful under
- 18 Labor Code §§ 201, 202 and/or 203;
- 19 g. Whether Defendants violated the PAGA under California
- 20 Labor Code §§ 2698, 2699, *et seq.*, by committing
- 21 the wrongful conduct as alleged in this
- 22 Amended Complaint; and
- 23 h. Whether Plaintiffs and the members of the Class
- 24 May recover remedies pursuant to Business &
- 25 Professions Code §§ 17200, *et seq.*

26 **C. Typicality.**

27 67. Plaintiffs' claims are typical of the claims of the Class because Plaintiffs

28 and all members of the Class sustained injuries and damages arising out of and caused

1 by Defendants' common course of conduct and policies in violation of laws,
2 regulations that have the force and effect of law and statutes as alleged herein.

3 **D. Adequacy of Representation.**

4 68. Plaintiff SCURRY is a members of the Class and does not have any
5 conflicts of interest with other Class Members, and will prosecute the case vigorously
6 on behalf of the Class Members.

7 69. Counsel representing Plaintiffs and the putative Class Members are
8 competent and experienced in litigating employment class actions, including wage
9 and overtime class actions.

10 70. Plaintiffs will fairly and adequately represent and protect the interests of
11 the Class Members.

12 **E. Superiority of Class Action.**

13 71. A class action is superior to other available means for the fair and
14 efficient adjudication of this controversy because individual joinder of all Class
15 Members is not practicable, and questions of law and fact common to the Class
16 predominate over any questions affecting only individual members of each Class.

17 72. Each Class Member was damaged or suffered injury and may recover by
18 reasons of Defendants' illegal policies and/or practices.

19 73. Class Action treatment will allow those similarly situated persons to
20 litigate their claims in the manner that is most efficient and economical for the parties
21 and the judicial system.

22 74. Plaintiffs are unaware of any difficulties that are likely to be encountered
23 in the management of this action that would preclude maintenance as a Class Action.

24 75. For the reasons alleged in this Complaint, this action should be certified
25 as a Class Action.

26 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

27 76. This wage and hour representative action filed pursuant to PAGA, §§ 2698,
28 2699 generally consists of the following group:

**All current or former people Defendants employed in
California from February 16, 2022 to the present who were
issued wage statements from Defendant KLAP6
TECHNOLOGIES LLC.**

77. All members of the represented group are referred to as the “Aggrieved Employees.”

78. The “Representative Period” means from **February 16, 2022 to the present.**

79. Plaintiff further alleges, on information and belief, that Aggrieved Employees, did not receive all wages due at the time their employment ended with Defendants.

80. On information and belief, Defendants current and former employees were subject to wage and hour violations by Defendants, including failing to be paid for all wages due.

81. California law provides that an employee may file an action against an employer for penalties in connection with violations of the Labor Code and Wage Orders provided the aggrieved employee file an action on behalf of him or herself and similarly situated current and former employees.

82. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

83. As set forth in further detail below, because of the analysis and investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent the required correspondence to the California Labor and Workforce Development Agency

1 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'
2 intent to pursue litigation.

3 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

4 84. Pursuant to the PAGA, on **February 16, 2023, May 16, 2023, June 5,**
5 **2023, and June 10, 2024** Plaintiffs, *et al.*, via counsel, sent correspondence to the
6 LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing
7 the claims alleged in this Complaint.

8 85. The statutory period for Plaintiffs has expired for the letters alleged
9 above and the LWDA did not serve Plaintiffs with notice of intent to assume
10 jurisdiction over the applicable penalty claims and did not provide notice as set forth
11 in Labor Code § 2699.3(a)(2)(A) within the statutory period.

12 86. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies
13 to pursue claims and remedies as authorized by the PAGA.

14 87. The Causes of Action alleged herein are appropriately suited for a
15 Representative Action under PAGA (Labor Code § 2698, *et seq.*) because:

- 16 a. This action involves allegations of violations of provisions of
17 the California Labor Code that provide for a civil penalty to be
18 assessed and collected by the LWDA or any departments,
19 divisions, commissions, boards, agencies, or employees;
20 b. Plaintiffs are "aggrieved employees" because Plaintiffs were
21 employed by the alleged violator and had one or more of the
22 Labor Code violations alleged on this Complaint committed
23 against them; and
24 c. Plaintiffs have satisfied the procedural requirements of
25 Labor Code § 2699.3, as set forth above.
26
27
28

FIRST CAUSE OF ACTION

**Individual, Class, and Representative Claim via the PAGA for
Failure to Pay State Minimum/Regular/Local Wages
in Violation of California Labor Code §§ 200, 218.5, 1182.12, 1194,
1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order
(Against all Defendants)**

88. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

89. Pursuant to California law, including but not limited to Labor Code §§ 200, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (IWC) Wage Order and/or local law.

90. Plaintiffs are informed and believe and based thereupon allege that during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction wages for all hours suffered or permitted to work in violation of California law.

91. During all times relevant, Defendants were required to pay Plaintiffs and other members of the Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages per state law or applicable local law.

92. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

93. Pursuant to the applicable Wage Order, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

94. During the PAGA Period and based on the misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local wages for all hours suffered or permitted to work in violation of state and/or local

1 law.

2 95. Labor Code § 1194 subdivision (a) permits an action to recover wages
3 because of the payment of a wage less than the minimum wage “applicable to the
4 employee” including attorneys’ fees, costs, and interest.

5 96. At all material times, Defendants were and/or are Aggrieved Employees’
6 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
7 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
8 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
9 regulating hours and days of work in any Order of the Industrial Welfare Commission
10 and, as such, are subject to civil penalties for each underpaid employee as set for in
11 Labor Code § 558.

12 97. In committing the violations of state law as herein alleged, Plaintiffs are
13 informed and believe based there upon allege that Defendants have knowingly and
14 willfully refused to perform their obligations to compensate Aggrieved Employees for
15 all wages earned and all hours worked.

16 98. As a direct result, Aggrieved Employees have suffered and continue to
17 suffer, substantial losses related to the use and enjoyment of such compensation,
18 wages, lost interest on such monies and expenses and attorneys’ fees in seeking to
19 compel Defendants to fully perform their obligations under state and/or local law.

20 99. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a
21 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
22 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
23 pay period for each subsequent violation in which Defendants violated the
24 minimum/regular/ and or local wage provisions of California law, including but not
25 limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815, 1182.12,
26 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in an amount
27 to be shown according to proof at trial.

28 100. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees

1 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and
2 costs incurred herein.

3 101. Plaintiffs and the Class request the recovery of the unpaid minimum,
4 waiting time penalties, liquidated damages, interest, attorneys' fees, and costs in an
5 amount to be determined at trial.

6 **SECOND CAUSE OF ACTION**

7 **Individual, Class, and Representative Claim via the PAGA for**
8 **Failure to Pay State Overtime and/or Double-Time Compensation**
9 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,**
10 **1182.12, 1194, 1194.2, 1197, 1197.1,**
11 **1811, 1815, and 1198 via the Applicable IWC Wage Order**
12 **(Against all Defendants)**

13 102. Plaintiffs re-allege and incorporate by reference the foregoing
14 allegations as though set forth herein.

15 103. California law requires an employer to pay each employee for the actual
16 hours worked. (*See* Cal. Labor Code § 200, *et seq.*)

17 104. During all times relevant, one or more of the IWC Wage Orders applied
18 to Plaintiffs' employment with Defendants.

19 105. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage
20 Order 4, "hours worked" include the time during which an employee is "suffered or
21 permitted to work, whether or not required to do so."

22 106. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
23 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
24 hours in a week and eight (8) hours in a day, the employer must pay the employee's
25 regular hourly wage.

26 107. For each hour (or fraction thereof) an employee works over forty (40)
27 hours in a week or more than eight (8) hours in a workday the employer must pay the
28 rate of one and a half times the employee's regular hourly wage. (*Ibid.*)

1 108. For each hour (or fraction thereof) an employee works more than
2 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
3 consecutive day of work, the employer must compensate the employee at the rate of
4 no less than twice the regular rate of pay for that employee. (*Ibid.*)

5 109. During all times relevant, and pursuant to company policy and/or
6 practice and/or direction, Defendants required Aggrieved Employees to work more
7 than 40 hours per week and/or eight hours in a workday to which they had the right to
8 receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all
9 overtime compensation to which they should have received at the applicable wage
10 rate.

11 110. As alleged herein, Defendants failed to pay Aggrieved Employees all
12 overtime to which they had a right to receive.

13 111. In committing the violations of state law as herein alleged, Defendants
14 have knowingly and willfully refused to perform their obligations to compensate
15 Aggrieved Employees for all wages earned and all hours worked.

16 112. At all material times, Defendants were and/or are Aggrieved
17 Employees' employers or persons acting on behalf of Aggrieved Employees'
18 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
19 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
20 Labor Code or any provision regulating hours and days of work in any Order of the
21 Industrial Welfare Commission and, as such, are subject to penalties for each
22 underpaid employee as set for in Labor Code § 558.

23 113. In committing the violations of state law as herein alleged, Defendants
24 have knowingly and willfully refused to perform their obligations to compensate
25 Aggrieved Employees for all wages earned and all hours worked.

26 114. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
27 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
28 period for the initial violation and two hundred (\$200.00) for each aggrieved

1 employee per pay period for each subsequent violation in which Defendants violated
2 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
3 and 1194, the exact amount of the penalties sought is in an amount to be shown
4 according to proof at trial.

5 115. Pursuant to Labor Code § 2699, *et seq.* Plaintiffs seek to recover from
6 Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein.

7 116. Plaintiffs on behalf of herself and Class requests the unpaid wages,
8 waiting time penalties, interest, attorneys' fees, costs, liquidated damages, and any
9 other remedies allowed by law in an amount to be proven at trial.

10 **THIRD CAUSE OF ACTION**

11 **Individual, Class, and Representative Claim via the PAGA for**
12 **Failure to Timely Pay Earned Wages Upon Separation of Employment in**
13 **Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210,**
14 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**
15 **(Against all Defendants)**

16 117. Plaintiffs re-allege and incorporate by reference the foregoing
17 allegations as though set forth herein.

18 118. Pursuant to Labor Code § 201, "If an employer discharges an employee,
19 the wages earned and unpaid at the time of discharge are due and payable
20 immediately."

21 119. Pursuant to Labor Code § 201.3, "If an employee is assigned to work for
22 a client on a day-to-day basis, that employee's wages are due and payable at the end
23 of each day, regardless of when the assignment ends..."

24 120. Pursuant to Labor Code § 202, "If an employee not having a written
25 contract for a definite period quits his or her employment, his or her wages shall
26 become due and payable not later than 72 hours thereafter, unless the employee has
27 given 72 hours previous notice of his or her intention to quit, in which case the
28 employee is entitled to his or her wages at the time of quitting."

1 121. Labor Code § 203 provides, in pertinent part: “If an employer willfully
2 fails to pay, without abatement or reduction, ... any wages of an employee who is
3 discharged or who quits, the wages of the employee shall continue as a penalty from
4 the due date thereof at the same rate until paid or until an action therefore is
5 commenced; but the wages shall not continue for more than 30 days. ...”

6 122. Pursuant to Labor Code § 204, “all wages ... earned by any person in
7 any employment are due and payable twice during each calendar month, on days
8 designated in advance by the employer as the regular paydays.”

9 123. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
10 employee during any calendar week and prior to or on the regular payday shall be
11 paid for not later than the regular payday of the employer for such weekly-paid
12 employee falling during the following calendar week.”

13 124. Defendants did not properly pay Plaintiff and Aggrieved Employees
14 pursuant to the requirements of Labor Code, including but not limited to §§ 201,
15 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek
16 the unpaid wages.

17 125. To date, Defendants have not paid terminated Aggrieved Employees all
18 earned wages as required by law and did not and continue to fails to pay current
19 employees in a timely manner as required by law.

20 126. At all material times, Defendants and DOES 1 through 50 were and/or
21 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
22 Employees’ employer, within the meaning of California Labor Code § 558, who
23 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
24 Labor Code or any provision regulating hours and days of work in any Order of the
25 Industrial Welfare Commission and, as such, are subject to penalties for each
26 underpaid employee as set for in Labor Code § 558.

27 127. In committing the violations of state law as herein alleged, Defendants
28 have knowingly and willfully refused to perform their obligations to compensate

1 Aggrieved Employees for all wages earned and all hours worked.

2 128. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
3 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
4 period for the initial violation and two hundred (\$200.00) for each aggrieved
5 employee per pay period for each subsequent violation in which Defendants violated
6 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
7 204.2, 210, 218.5, 218.6, 256.

8 129. As alleged above, Defendants have deprived Plaintiffs and Aggrieved
9 Employees of their rightfully earned wages as a direct and proximate result of
10 Defendants' failure and refusal to pay said compensation and for the reasons alleged
11 in this Complaint.

12 130. Wherefore, the Plaintiffs request all remedies available to them and to
13 the Aggrieved Employees pursuant to the PAGA.

14 131. Plaintiffs and Class Members request the unpaid wages, waiting time
15 penalties, interest, attorneys' fees, costs, damages, and other remedies in an amount to
16 be proven at trial.

17 **FOURTH CAUSE OF ACTION**

18 **Individual, Class, and Representative Claim for Penalties via the PAGA for** 19 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 20 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order**

21 (Against all Defendants)

22 132. Plaintiffs re-allege and incorporate by reference the foregoing allegations
23 as though set forth herein.

24 133. Based on the misconduct alleged in this Complaint, Defendants failed to
25 pay Plaintiff and Aggrieved Employees premium pay for all their missed meal and
26 rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

27 134. Because of Defendants' illegal pay practices, said Defendants failed to
28 pay Plaintiff and Aggrieved Employees for all meal and rest breaks despite their

1 requirement under California law and, as such, all culpable Defendants are required to
2 pay Plaintiff and Aggrieved Employees for rest break and/or meal break premium
3 wages.

4 135. Defendants also failed to provide Plaintiff, and Aggrieved Employees,
5 legally-compliant meal and rest periods, or compensation in lieu thereof, during their
6 employment by said Defendants.

7 136. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
8 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
9 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
10 pay period for each subsequent violation in which all culpable Defendants violated
11 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
12 an amount to be shown according to proof at trial.

13 137. Wherefore, the Plaintiffs request all remedies available to them and to
14 the Aggrieved Employees pursuant to the PAGA.

15 138. Wherefore, Plaintiffs request all remedies available to them and to the
16 putative Class.

17 **FIFTH CAUSE OF ACTION**

18 **Individual, Class, and Representative Claim for Penalties via the PAGA for** 19 **Violations of California Labor Code §§ 226, 226.3, 226.6,** 20 **and 1198 via the applicable IWC Wage Order**

21 (Against all Defendants)

22 139. Plaintiffs re-allege and incorporate by reference the foregoing allegations
23 as though set forth herein.

24 140. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
25 pertinent part, that every employer shall, “semimonthly or at the time of each
26 payment of wages, shall furnish to his or her employees, either as a detachable part of
27 the check, draft, or voucher paying the employee's wages, or separately if wages are
28 paid by personal check or cash, an accurate itemized statement in writing showing (1)

1 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
2 piece-rate units earned and any applicable piece rate if the employee is paid on a
3 piece-rate basis, (4) all deductions, provided that all deductions made on written
4 orders of the employee may be aggregated and shown as one item, (5) net wages
5 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
6 name of the employee and only the last four digits of his or her social security
7 number..., (8) the name and address of the legal entity that is the employer. . . , and
8 (9) all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee and, beginning July 1,
10 2013, if the employer is a temporary services employer as defined in Section 201.3,
11 the rate of pay and the total hours worked for each temporary services assignment. . .”
12 (Labor Code § 226 subdivision (a).)

13 141. Based on the foregoing allegations, Defendants did not comply with
14 Labor Code § 226 and, thus, Plaintiffs assert this claim as a stand-alone claim and
15 derivative claim.

16 142. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
17 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
18 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
19 pay period for each subsequent violation in which all culpable Defendants violated
20 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
21 of the applicable penalty is all in an amount to be shown according to proof at trial.

22 143. Wherefore, Plaintiffs request all remedies available to them and to the
23 Aggrieved Employees pursuant to the PAGA.

24 144. For Defendants’ misconduct as alleged in this Complaint, Plaintiffs seek
25 damages, penalties, costs, and attorneys’ fees pursuant to Labor Code §§ 226, 226.3,
26 and 226.6 in an amount to be proven at trial.
27
28

SIXTH CAUSE OF ACTION

**Individual and Representative Claim for Penalties via the PAGA
For Failure to Maintain Required Records in Violation of California
Labor Code §§ 1174 and 1198 via the Applicable Wage Order
(Against All Defendants)**

145. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

146. Section 7 of the applicable Wage Order requires every employer to maintain time and payroll records.

147. Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, all wage records.

148. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

149. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees, costs, and interest pursuant to law.

SEVENTH CAUSE OF ACTION

**Individual, Class, and Representative Claim for Penalties via the PAGA for
Failure to Reimburse Business Expenses
in Violation of Labor Code §§ 1198 and 2802
(Against All Defendants)**

150. As a separate and distinct cause of action, Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all the allegations contained in this Complaint.

151. Pursuant to California Labor Code § 2802, an employer must indemnify its employees “for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties”

152. Plaintiffs made necessary expenditures and incurred losses as a direct consequence of the discharge of their duties and in obedience to the directions of Defendants including, but not limited to cell phone and internet expenses.

153. On information and belief, Defendants knew Plaintiffs were incurring the expenses and were responsible for reimbursing Aggrieved Employees for their expenditures and losses as a direct consequence of the discharge of their duties, but failed to do so.

154. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

155. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA in an amount to be proven at trial including but not limited to penalties, attorneys’ fees, costs, and interest pursuant to law.

1 156. Plaintiffs request all remedies available to them and to the putative Class
2 for Defendants' violations of California Labor Code § 2802, including but not limited
3 to back-owed reimbursement for work-related expenses, interest, statutory and
4 equitable attorneys' fees, costs, and applicable penalties in an amount to be proven at
5 trial.

6 **EIGHTH CAUSE OF ACTION**

7 **Representative Claim for Civil Penalties Under the PAGA for**
8 **Violations of Labor Code §§ 246 and 246(l) and**
9 **Municipal Paid Sick Leave Ordinances**

10 (Against all Defendants)

11 157. Plaintiffs re-allege and incorporate by reference the foregoing allegations
12 as though set forth herein.

13 158. Under Labor Code §§ 246, 246(l), and in some jurisdictions' local law,
14 employers in California must provide employees with paid sick leave to be paid at a
15 specified rate of pay which must factor in additional earnings during a given pay
16 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
17 App. 5th 742 (2023).

18 159. Defendants did not pay sick leave to Aggrieved Employees in violation
19 of California law.

20 160. Defendants have failed to (1) provide paid sick leave; (2) include
21 required information about paid sick leave in wage notices and/or wage statements,
22 including without limitation information on the amount of paid sick leave hours
23 accrued; (3) provide required information about paid sick leave to employees,
24 including without limitation at the time of hire; (4) at the time of hire, provide
25 employees with written notice of the employer's name, address, and telephone
26 number; (5) provide required information about paid sick leave in English, Spanish,
27 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
28 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage

1 statements, and therefore Defendants have violated one or more municipal sick leave
2 ordinances, including without limitation the sick leave ordinances of Berkeley,
3 Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa
4 Monica.

5 161. The PAGA imposes upon Defendants, and each of them, civil penalties
6 for violating Labor Code §§ 246 and 246(l).

7 162. Civil penalties under the PAGA are equitable in nature. *Nationwide*
8 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

9 163. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
10 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
11 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
12 employee for subsequent violations for all Labor Code provisions for which a civil
13 penalty is not specifically provided.

14 164. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
15 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
16 amount to be shown according to proof.

17 165. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
18 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
19 amount to be shown according to proof.

20 166. Pursuant to the PAGA, and/or Labor Code § 2699(g), Plaintiffs seek to
21 recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an
22 amount to be shown according to proof.

23 167. Plaintiffs re-allege and incorporate by reference the foregoing allegations
24 as though set forth herein.

NINTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

Under California Labor Code §§ 2698, 2699, *et seq.* for

Individual and Representative Claim for PAGA Penalties and Wage

Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California

Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.6, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, 2810, 2810.5, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

168. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

169. This claim is premised, in part, on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

170. Pursuant to Labor Code § 2699, any provision of the Labor Code that

1 provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies or employees for violation of
3 the code may, as an alternative, be recovered through a civil action brought by an
4 aggrieved employee on behalf of himself or herself and other current or former
5 employees pursuant to the procedures specified in Labor Code § 2699.3.

6 171. Plaintiffs are informed and believe, and based thereon allege, that
7 because of the acts alleged above and Defendants' violations of the Labor Code
8 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
9 2698 and 2699.

10 172. Plaintiffs are "aggrieved employees" because Plaintiffs were employed
11 by the alleged violator and had one or more of the alleged violations committed
12 against Plaintiffs, and therefore are properly suited to represent the interests of other
13 current and former Represented Employees.

14 173. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
15 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
16 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
17 employee for subsequent violations for all Labor Code provisions for which a civil
18 penalty is not specifically provided.

19 174. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
20 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
21 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
22 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
23 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
24 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
25 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513,
26 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
27 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via
28 the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections

1 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
2 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
3 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
4 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
5 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
6 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,
7 6310, 6311, and 6399.7.

8 175. Labor Code § 558 establishes a civil penalty as follows: Any employer
9 or other person acting on behalf of an employer who violates, or causes to be violated,
10 a section of this chapter or any provision regulating hours and days of work in any
11 order of the Industrial Welfare Commission (including the “Hours and Days of Work”
12 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
13 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
14 which the employee was underpaid in addition to an amount sufficient to recover
15 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
16 each underpaid employee for each pay period for which the employee was underpaid
17 in addition to an amount sufficient to recover underpaid wages; and (3) wages
18 recovered pursuant to this section shall be paid to the affected employee.

19 176. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as
20 permitted by law.

21 177. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
22 attorney’s fees, costs, civil penalties, and wages on behalf of Plaintiff and other
23 current and former Represented Employees as alleged herein in an amount to be
24 shown according to proof at trial and within the jurisdictional limits of this Court.
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26
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28

TENTH CAUSE OF ACTION

Individual and Class Claim for Remedies for Violations

of the California Unfair Business

Practices Code §§ 17200, *et seq.*

(Against all Defendants)

178. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

179. Defendants, and each of them, are “persons” as defined under Business and Professions Code § 17021.

180. Plaintiffs are informed and believe and based thereon allege that Defendants committed the unfair business practices, as defined by Cal. Bus. & Prof. Code § 17200, *et seq.*, by violating the laws alleged to have been violated in this Complaint and which allegations are incorporated herein by reference and which allegations include, but are not limited to:

- a. Failing to provide the Class and Plaintiffs an accurate itemized wage statement in violation of § 226 of the Labor Code;
- b. Failing to pay the Class and Plaintiffs all wages due and owing including minimum/regular wages and overtime compensation, minimum wages and overtime, and meal and rest break premiums;
- c. Failure to reimburse employees for all employer incurred expenses; and
- d. Failure to pay Class Members, including Plaintiffs, wages in a timely manner upon their termination or resignation.

181. Defendants’ conduct, as alleged above, constitutes unlawful, unfair, and fraudulent activity prohibited by Business and Professions Code §§ 17200, *et seq.*

182. The unlawful and unfair business practices conducted by Defendants, and each of them, are ongoing and present a threat and likelihood of continuing against Plaintiffs and, accordingly, Plaintiffs seek injunctive relief where appropriate.

183. Plaintiffs have suffered injury in fact and lost money or property because of the aforementioned unfair competition.

184. Because of their improper acts, Defendants, and each of them, have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiffs and other employees and former employees of Defendants, and each of them.

185. Defendants, and each of them, should be enjoined from this activity and made to disgorge these ill-gotten gains and restore to Plaintiffs and the Class the wrongfully withheld wages and/or penalties, pursuant to Business and Professions Code §§ 17202 and/or 17203.

186. Plaintiffs and the Class have also incurred and continue to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial and for which they seek compensation pursuant to law including but not limited to Code of Civil Procedure § 1021.5.

ELEVENTH CAUSE OF ACTION

Individual and Representative Claim via Labor Code § 2698, *et seq.* for Wrongful Termination, Retaliation, and Discrimination in Violation of Labor Code § 1102.5, *et seq.* and state law (Against all Defendants)

187. Plaintiff MACHADO re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

188. Labor Code § 1102.5, subdivision (a), prohibits employers from making, adopting, or enforcing any rule, regulation or policy that prevents employees from disclosing information governmental agencies where the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a

1 violation or noncompliance with a state or federal rule or regulation.

2 189. Labor Code § 1102.5, subdivision (c), prohibits employers from
3 retaliating against an employee for the employee's refusal to participate in an activity
4 that would result in a violation of state or federal statute, or a violation or
5 noncompliance with a state or federal rule or regulation or for reporting such
6 violations to his or her employer.

7 190. As alleged above, Defendants violated Labor Code § 1102.5,
8 subdivisions (a), (c), and (d) because Defendants LLC retaliated against Plaintiff
9 MACHADO because she opposed and intended to report what she reasonably
10 believed to be unlawful conduct and practices by her employer to governmental
11 authorities and to this end and in support thereof, she requested, via counsel, her
12 personnel file and payroll records.

13 191. As alleged above, less than 90 minutes from taking the steps alleged
14 above, Defendants violated Labor Code § 1102.5 and various state laws, including but
15 not limited to the common law rules governing wrongful termination, discrimination,
16 and harassment, defamation, intentional infliction of emotional distress, among other
17 things.

18 192. Defendants' acts were either intentional, reckless, or negligent.

19 193. As a proximate result of Defendants' actions, Plaintiff MACHADO has
20 suffered and continues to suffer damages in an amount according to proof.

21 194. As a proximate result of Defendants' actions, Plaintiff MACHADO on
22 behalf of himself and similarly situated employees and former employees, seeks
23 costs, penalties, and attorneys' fees pursuant to Labor Code § 2698, *et seq.*

24 195. In doing the things herein alleged, Defendants were guilty of oppression,
25 fraud and malice, and, insofar as the things alleged were attributable to employees of
26 Defendants, said employees were employed by Defendants with advance knowledge
27 of the unfitness of the employees and they were employed with a conscious disregard
28 for the rights of others; or Defendants authorized or ratified the wrongful conduct; or

1 there was advance knowledge, conscious disregard, authorization, ratification or act
2 of oppression, fraud or malice on the part of an officer, director or managing agent of
3 defendants all entitling plaintiff to the recovery of exemplary and punitive damages.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 6 1. An order that this action may proceed and be maintained as a class
7 action;
- 8 2. For appointment of Plaintiff SCURRY as the representative of the Class;
- 9 3. For appointment of counsel for Plaintiffs as Class Counsel;
- 10 4. That the Court find that Defendants' violations as described above were
11 willful;
- 12 5. That the Court award to Plaintiffs and/or the Class and/or Aggrieved
13 Employees damages for the amount of unpaid wages subject to proof at trial;
- 14 6. For payment of all unpaid wages, including but not limited to state minimum
15 wages and overtime compensation to Plaintiffs and/or the Class and/or
16 Aggrieved Employees in an amount subject to proof at trial;
- 17 7. That Defendants, and each of them, be ordered and enjoined to pay
18 restitution to Plaintiffs and/or the Class and/or Aggrieved Employees pursuant
19 to Business and Professions Code §§ 17200-05;
- 20 8. That Defendants, and each of them, be required to issue to Plaintiffs and/or
21 the Class and/or Aggrieved Employees accurate wage and earning
22 statements;
- 23 9. For disgorgement through restitution of all ill-gotten and/or ill-gained profits,
24 including unpaid wages and/or penalties to Plaintiffs and/or the Class and/or
25 Aggrieved Employees, resulting from Defendants' unfair business practices
26 pursuant to Business and Professions Code §§ 17200-05;
- 27 10. For an order by the Court requiring Defendants, and each of them, to show
28 cause, if any they have, as to why to Plaintiffs and/or the Class and/or

1 Aggrieved Employees should not have been be issued itemized wage
2 statements as required by § 226 of the Labor Code and why Defendants
3 should not be required to pay Plaintiffs minimum wages and overtime
4 compensation under applicable state law;

5 11. For costs and interest in an amount to be proven at trial;

6 12. For an order finding Defendants liable to Plaintiffs;

7 13. For special and general damages;

8 14. For punitive damages;

9 15. For all remedies available to the Plaintiffs under the applicable provisions of
10 the Labor Code via the PAGA Labor Code § 2698, *et seq.* including an award
11 of attorneys' fees, costs, and civil penalties according to proof to the extent
12 permitted by law;

13 16. For maximum civil penalties available under the Labor Code and applicable
14 Wage Order as described more particularly in this Complaint, representative
15 PAGA claims including the payment of wages as set forth in Labor Code §
16 558;

17 17. That Aggrieved Employees be awarded reasonable attorneys' fees where
18 available by law, including but not limited to pursuant to Labor Code § 2698,
19 *et seq.*, Code of Civil Procedure § 1021.5, and/or other applicable laws; and

20 18. For any other relief the Court may deem just, proper, and equitable.

21 Dated: November 15, 2024

Law Office of Thomas D. Rutledge

22
23 By: /s/Thomas D. Rutledge

Thomas D. Rutledge, Esq.

24 Attorneys for Plaintiffs
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26
27
28

EXHIBIT 4

Activities Export

10/13/2025
10:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/13/2025		Revise and finalize motion for final approval and supporting documents.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	2.50h	\$925.00	-	\$2,312.50
10/07/2025		Prepare motion for final approval, and revise same.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	2.00h	\$925.00	-	\$1,850.00
10/01/2025		Prepare motion for final approval and supporting declarations.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	4.00h	\$925.00	-	\$3,700.00
07/25/2025		Review and consider preliminary approval papers, and prepare for hearing; Attend same.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$925.00	-	\$925.00
07/24/2025		Review tentative ruling, and conferences with TR; Prepare supplemental declaration and file and serve same.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	2.00h	\$925.00	-	\$1,850.00
06/02/2025		Review and consider settlement, and review and respond to emails regarding same; Prepare declarations in support of preliminary approval.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.50h	\$925.00	-	\$1,387.50
05/15/2025		Review matter for further handling, and review and respond to emails regarding same.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$925.00	-	\$462.50
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

10/13/2025

10:54 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/14/2025		Review case for further handling, and conference call with client regarding settlement.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$925.00	-	\$462.50
05/07/2025		Review and consider case for further handling, and review settlement issues; Confer with co-counsel regarding same.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$925.00	-	\$925.00
04/23/2025		Review administrative quotes, and revise settlement; Prepare email to OPC.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$925.00	-	\$925.00
04/15/2025		Review case for further handling, and prepare email to OPC regarding settlement.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$925.00	-	\$462.50
04/11/2025		Review case file for further handling regarding motion for preliminary approval of settlement.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Rex Phillips	0.40h	\$650.00	-	\$260.00
03/06/2025		Review and consider changes to settlement, and confer with co-counsel; Revise settlement, and prepare email to OPC regarding same.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$925.00	-	\$925.00
03/05/2025		Continue preparing Settlement Agreement; Prepare Class Notice.	00047-Scurry Scurry v Klap6	Aaron Bartz	1.40h	\$925.00	-	\$1,295.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

10/13/2025

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Technologies LLC					
03/04/2025	🕒	Prepare Settlement Agreement. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.50h	\$925.00	-	\$1,387.50
02/27/2025	🕒	Review and consider settlement issues, and review and respond to emails with co-counsel regarding same. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$925.00	-	\$462.50
02/20/2025	🕒	Conference calls with OPC Fox and Kartikey, and co-counsel regarding settlement. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.20h	\$925.00	-	\$1,110.00
02/03/2025	🕒	Review case for further handling, and conference call with OPC regarding settlement; Prepare email regarding same. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$925.00	-	\$462.50
01/30/2025	🕒	Review case for further handling, and conference call with OPC regarding same; Call with co-counsel regarding settlement strategies. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.60h	\$925.00	-	\$555.00
01/29/2025	🕒	Client conference call re: case status and mediation not moving forward. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	0.09h	\$295.00	-	\$26.55
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/20/2024	  Unbilled	Prepare for and attend case management conference.	00047-Scurry Scurry v Klap6 Technologies LLC	Rex Phillips	1.20h	\$650.00	-	\$780.00
12/04/2024	  Unbilled	Prepared CMS, filed, and served.	00047-Scurry Scurry v Klap6 Technologies LLC	Leanne Nguyen-Phuoc	0.34h	\$215.00	-	\$73.10
12/04/2024	  Unbilled	Review case for further handling and draft case management statement.	00047-Scurry Scurry v Klap6 Technologies LLC	Rex Phillips	0.60h	\$650.00	-	\$390.00
11/26/2024	  Unbilled	Conference call with mediator, and call with co-counsel regarding settlement strategies.	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.70h	\$850.00	-	\$595.00
11/19/2024	  Unbilled	Review case for further handling, and conference call with co-counsel regarding settlement strategies.	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
11/18/2024	  Unbilled	Review case for further handling, and review and consider emails regarding case.	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
10/31/2024	  Unbilled	Conference calls with OPC and co-counsel regarding case.	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.70h	\$850.00	-	\$595.00
10/29/2024		Review meet and confer letter, and conferences with co-counsel	00047-Scurry Scurry v Klap6	Aaron Bartz	1.00h	\$850.00	-	\$850.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		regarding same. ● Unbilled	Technologies LLC					
10/23/2024	🕒	Client Conference call re case status and new Plaintiff document ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	0.25h	\$295.00	-	\$73.75
10/02/2024	🕒	Review case for further handling, and conference calls with OPC and co-counsel regarding motion to remand and related issues. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
09/30/2024	🕒	Review case for further handling, and conference calls with M. Starr and co-counsel regarding case. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
09/23/2024	🕒	Review Defendant's motion for removal to federal court. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Rex Phillips	0.50h	\$650.00	-	\$325.00
09/23/2024	🕒	Review case for further handling, and conference call with co-counsel regarding legal strategies. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.70h	\$850.00	-	\$595.00
09/20/2024	🕒	Prepare for and appear for case management conference. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Rex Phillips	0.70h	\$650.00	-	\$455.00
09/19/2024	🕒	Draft, discuss with attorney, file, and serve notice of appearance ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/20/2024		Conference call with co-counsel regarding legal strategies; Review discovery responses, and prepare meet and confer response; Review and respond to emails regarding discovery issues.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.50h	\$850.00	-	\$1,275.00
07/18/2024		Prepare Stipulation to file SAC.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
07/15/2024		Review and consider draft Second Amended Complaint, and revise same; Review and respond to emails from OPC.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
07/02/2024		Prepare Responses to Special Interrogatories, and review and revise same.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	2.40h	\$850.00	-	\$2,040.00
07/01/2024		Prepare Responses to written discovery.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	4.50h	\$850.00	-	\$3,825.00
06/28/2024		Review and consider minute order and related case documents in preparation for CMC; Attend CMC, and prepare memo regarding same.  Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
06/25/2024		Review case for further handling, and review and revise CMC	00047-Scurry Scurry v Klap6	Aaron Bartz	0.50h	\$850.00	-	\$425.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		statement. ● Unbilled	Technologies LLC					
06/25/2024		Draft, finalize, discuss with attorney, file , and serve CMS ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
06/21/2024		Reviewed and Drafted Discovery ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Leanne Nguyen-Phuoc	2.00h	\$215.00	-	\$430.00
06/06/2024		Review exhibits in preparation for Mediation; Attend Mediation, and conferences with co-counsel regarding same. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	9.50h	\$850.00	-	\$8,075.00
06/05/2024		Review and consider further mediation data, and Defendant's brief. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
06/04/2024		Review and consider mediation data, and revise and finalize Mediation Brief; Conference call with co-counsel, and call with client regarding mediation. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	3.00h	\$850.00	-	\$2,550.00
06/03/2024		Review and consider mediation data, and confer with co-counsel regarding same. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
05/30/2024		Review and consider client	00047-Scurry	Aaron Bartz	5.00h	\$850.00	-	\$4,250.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		documents, and prepare Mediation Brief; Conference call with co-counsel regarding mediation strategies. ● Unbilled	Scurry v Klap6 Technologies LLC					
05/22/2024	🕒	Review case for further handling, and emails with co-counsel regarding same. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
05/13/2024	🕒	Conference call with OPC regarding mediation, and call with co-counsel regarding same. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
04/29/2024	🕒	Prepare report to A. Bartz re Case Management Conference. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	eliza oliver	0.10h	\$550.00	-	\$55.00
04/26/2024	🕒	Attend Case Management Conference. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	eliza oliver	1.70h	\$550.00	-	\$935.00
04/10/2024	🕒	Client Conference Call re case status ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	0.50h	\$295.00	-	\$147.50
04/10/2024	🕒	called client (no answer) ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	0.17h	\$295.00	-	\$50.15
04/04/2024	🕒	Revise and final CMC Statement, and coordinate filing and service of same.	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

10/13/2025

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
04/04/2024	🕒	Draft, finalize, discuss with Attorney re filing, file , and serve CMS. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	0.50h	\$295.00	-	\$147.50
03/29/2024	🕒	Review case for further handling, and mediation issues. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.60h	\$850.00	-	\$510.00
03/20/2024	🕒	Review case for further handling, and review and respond to emails regarding mediation. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
03/11/2024	🕒	Review case for further handling, and review and respond to emails regarding mediation. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
03/06/2024	🕒	Review case for further handling, and call with co-counsel regarding same; Prepare email to OPC regarding mediation. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
02/08/2024	🕒	Conference call with T. Rutledge regarding case, and review mediation strategies. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
02/07/2024	🕒	Review and analyze case documents in preparation for mediation, and conference calls	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.50h	\$850.00	-	\$1,275.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

10/13/2025

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		with T. Rutledge regarding same; Review and respond to emails regarding case. ● Unbilled						
12/19/2023	🕒	Review case for further handling, and review related case; Conference call with co-counsel regarding mediation. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
11/03/2023	🕒	Review case for further handling, and prepare for CMC; Attend same. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
09/06/2023	🕒	Review and consider mediation letter, and review and respond to email from OPC regarding discovery. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
08/29/2023	🕒	Review and consider emails regarding case, and conference call with T. Rutledge regarding same. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.40h	\$850.00	-	\$340.00
08/24/2023	🕒	Drafted PI Discovery shell re: EFROGS ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	2.00h	\$295.00	-	\$590.00
08/24/2023	🕒	Drafted PI's Discovery Shell re: SROGS ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

10/13/2025

10:54 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/23/2023	 	Drafted PI's Discovery Shell responses re: RFA Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
08/23/2023	 	Drafted PI's Discovery Shell Responses re RFP's Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.50h	\$295.00	-	\$442.50
06/05/2023	 	Review case for further handling, and prepare email to OPC regarding case. Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	0.50h	\$850.00	-	\$425.00
05/30/2023	 	Finalize summons, Civil Cover sheet, and Complaint in preparation for the initial filing. Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
05/29/2023	 	Review and revise Complaint to add PAGA allegations, and revise Civil Case Cover Sheet. Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00h	\$850.00	-	\$850.00
04/03/2023	 	Research re Court Filing Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
03/30/2023	 	Review client documents, research claims, and prepare Complaint. Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	3.00h	\$850.00	-	\$2,550.00
03/07/2023	 	Review of personnel records and analyze regarding further case handling. Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.50h	\$850.00	-	\$1,275.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

Activities Export

10/13/2025
10:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/16/2023	  Unbilled	Finalize PAGA letter and prepare for sevice by way of certified mail	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00h	\$295.00	-	\$295.00
02/16/2023	  Unbilled	Research regarding potential claims; Prepare PAGA letter, and review, revise and final same.	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	2.30h	\$850.00	-	\$1,955.00
					100.55h		\$0.00 0.00h	\$77,836.05 100.55h

EXHIBIT 5

Activities Export

10/13/2025

10:54 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/13/2025	\$	Motion and filing fees regarding motion for final approval and post-judgment proceedings (anticipated). ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$250.00	-	\$250.00
07/24/2025	\$	Document access fees from SDSC. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$3.00	-	\$3.00
07/24/2025	\$	One Legal Filing Fees re AAB Supplemental Declaration. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$22.89	-	\$22.89
05/07/2025	\$	Russ Wunderli Mediation Fees. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$1,312.50	-	\$1,312.50
12/04/2024	\$	One Legal Filing CMS Confirmation #31527194 ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Leanne Nguyen-Phuoc	1.00	\$18.70	-	\$18.70
09/23/2024	\$	Document access fees re SDSC. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$9.40	-	\$9.40
09/19/2024	\$	PACER charges. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$16.10	-	\$16.10
09/19/2024	\$	One legal filing of Ntc of Remote Appearance and Order re Remote Confirmation #31128347 (estimate) ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00	\$18.70	-	\$18.70
							\$0.00 0.00h	\$6,580.65 0.00h

Activities Export

10/13/2025

10:54 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/16/2024	\$	Cal Kik Investigations - asset and location searches for new defendants. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$625.00	-	\$625.00
06/25/2024	\$	One Legal Filing CMS re Confirmation #30677571 ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00	\$14.95	-	\$14.95
04/04/2024	\$	One Legal Filing re CMS Confirmation #30193994 ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00	\$14.95	-	\$14.95
02/29/2024	\$	Cal Kik background investigation re defendants. ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$437.50	-	\$437.50
02/08/2024	\$	Mediation Fees (Judicate West Invoice # 615560). ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$2,250.00	-	\$2,250.00
10/27/2023	\$	One Legal Filing re CMS Confirmation #29313216 ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00	\$12.95	-	\$12.95
08/08/2023	\$	One Legal Filing NAR re Klap6 Confirmation #28870298 ● Unbilled	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00	\$12.95	-	\$12.95
07/06/2023	\$	One Legal Filing Complaint,Civil Case Cover Sheet,Original Summons court filing fee \$1,435.00 efile charge \$12.95	00047-Scurry Scurry v Klap6 Technologies LLC	Sally Bartz	1.00	\$1,447.95	-	\$1,447.95
							\$0.00 0.00h	\$6,580.65 0.00h

Activities Export

10/13/2025
10:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Total invoice: \$1,447.95						
		● Unbilled						
05/30/2023	\$	One Legal Initial Filing 12.95 (subject to change to 1400 and change) await final court charges. Currently, only charged 12.95 One Legal confirmation Confirmation #28501327	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00	\$12.95	-	\$12.95
		● Unbilled						
02/16/2023	\$	PAGA letter mailed by certified Mail 2-16-2023	00047-Scurry Scurry v Klap6 Technologies LLC	Nestor Mejia	1.00	\$8.16	-	\$8.16
		● Unbilled						
02/16/2023	\$	PAGA filing fee.	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$75.00	-	\$75.00
		● Unbilled						
02/16/2023	\$	Court document retrieval fees.	00047-Scurry Scurry v Klap6 Technologies LLC	Aaron Bartz	1.00	\$17.00	-	\$17.00
		● Unbilled						
							\$0.00	\$6,580.65
							0.00h	0.00h