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10 Attorneys for Plaintiff,
11 LOUIS BRANTMEYER, on behalf of himself, and all other aggrieved employees

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

LOUIS BRANTMEYER, in a representative capacity,

Plaintiff,

vs.

REPAIRSMITH, INC. a Delaware corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No. **CIV SB 2317665**

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

(1) **Civil Penalties Pursuant To The
Private Attorneys General Act Of
2004, California Labor Code § 2698,
Et Seq.**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 31 2023

BY: 
Brianne Johnson, Deputy



1 Plaintiff Louis Brantmeyer brings this civil action and, on information and belief,
2 alleges as follows:

3 **PARTIES, JURISDICTION, AND VENUE**

4 1. Plaintiff Louis Brantmeyer (“Plaintiff” or “Brantmeyer”) is an individual and
5 a resident of California.

6 2. Repairsmith, Inc., doing business as RepairSmith, is a corporation with a
7 principal place of business in California, and will be referred to in this pleading as Defendant
8 or the Company. With a principal place of business in California, the Company is a citizen
9 of California.

10 3. The Company operates a mobile mechanic business in the State of California
11 with employees working in various counties of the State of California, including San
12 Bernardino County.

13 4. Brantmeyer is a former non-exempt employee of the Company. By way of
14 this Complaint, Plaintiff seeks relief in an amount that renders this matter an “unlimited”
15 civil case within the meaning of California law. This action invokes all forms of applicable
16 tolling including, without limitation, the tolling provided by Judicial Council Emergency
17 Rule 9.

18 5. The true names and capacities of the Doe Defendants (Does 1 through 10,
19 inclusive) are unknown to Plaintiff at this time and Plaintiff is informed and believes that
20 they are in some way liable for the illegal conduct alleged herein. The Doe Defendants are
21 believed to be affiliated entities of, or executives within, the Company, joint employers of
22 Brantmeyer and other aggrieved employees, or otherwise liable for the conduct complained
23 of herein, whether because of alter-ego status, agency principles, aider and abettor (or co-
24 conspirator) status, statutorily-imposed responsibility (Labor Code, § 558.1), or otherwise.

25 6. The Court has personal jurisdiction over the Company because the Company
26 does business in this State on an ongoing basis and otherwise has minimum contacts with
27 this State. The Court has personal jurisdiction over Plaintiff because he is a resident of
28 California and has sufficient minimum contacts with this State. Venue is proper in San

1 Bernardino County inasmuch as Plaintiff was a resident of San Bernardino County during
2 his employment with the Company, one or more of the employees covered by this action are
3 and/or were residents of San Bernardino County at relevant times, the cause of action or
4 some part of the cause arose in San Bernardino County, and the Company's liability arose
5 in San Bernardino County with respect to one or more aggrieved employees, including
6 Plaintiff. (*Crestwood Behavior Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069.)

7
8 **GENERAL ALLEGATIONS**

9 7. The Company employed Brantmeyer and other non-exempt employees, and
10 continues to employ non-exempt employees. The Company has committed, and subjected
11 Brantmeyer and other non-exempt employees to, wage-and-hour violations. Brantmeyer
12 and other non-exempt Company employees experienced Labor Code and Wage Order
13 violations. These violations are discussed in the PAGA Notice attached hereto as **Exhibit**
14 **A**, which is incorporated into this pleading, in full, by this reference. These violations
15 remain ongoing.

16 8. Plaintiff is an aggrieved employee within the meaning of PAGA, and the other
17 aggrieved employees on whose behalf civil penalties are sought are described in **Exhibit A**.

18 **FIRST CAUSE OF ACTION**

19 For Civil Penalties Pursuant To PAGA

20 (Against All Defendants)

21 9. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 8
22 inclusive as though fully set forth herein.

23 10. Pursuant to Labor Code section 2699.3, Plaintiff, on behalf of himself and all
24 other aggrieved employees as identified in **Exhibit A** to this Complaint, brings this action
25 as a representative action under the Private Attorneys General Act of 2004 ("PAGA") for
26 civil penalties based on violations of the California Labor Code and the IWC Wage Order(s),
27 including those set forth in **Exhibit A**.

28 11. Plaintiff has timely and adequately exhausted his administrative remedies.
Plaintiff submitted his PAGA Notice on May 26, 2023, provided a copy of the same to the

1 Company via certified mail, and waited the requisite 65-day time-period before filing this
2 PAGA action in court.

3 12. With respect to its non-exempt employees, the Company has violated the
4 California Labor Code and the applicable Wage Order in numerous respects, including,
5 without limitation:

6 (a) The Company has not paid employees all their earned wages.

7 (b) The Company has failed to provide employees with legally-compliant
8 meal periods, and has failed to pay them the requisite meal period premiums.

9 (c) The Company has failed to provide employees with legally-compliant
10 rest periods, and has failed to pay them the requisite rest period premiums.

11 (d) The Company has failed to provide employees with accurate itemized
12 wage statements.

13 (e) The Company has failed to reimburse employees for their expenses.

14 (f) The Company has required employees to enter into illegal agreements.

15 (g) The Company has failed to pay employees all their wages due upon
16 separation from employment.

17 (h) The Company has failed to keep accurate records as required by law.

18 13. Plaintiff has experienced one or more of the alleged violations.

19 14. Violations of the applicable IWC Wage Order(s) are actionable under PAGA
20 through Labor Code sections 558 and 1198, among others.

21 15. Labor Code section 2699(f)(2) provides that the civil penalties recoverable
22 under PAGA are “one hundred dollars (\$100) for each aggrieved employee per pay period
23 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
24 period for each subsequent violation,” except where the Labor Code specifically provides
25 for another civil penalty.

26 16. For all the above-specified Labor Code violations and those set forth in
27 **Exhibit A**, Plaintiff seeks all available civil penalties that California law allows, including
28 the default civil penalties provided by PAGA, and any civil penalties specifically provided

1 by statute for the alleged Labor Code violations (including, without limitation, Labor Code
2 §§ 210, 226.3, 256, 558, 1174.5, and 1197.1) which are recoverable under PAGA.

3 17. In addition to civil penalties, Plaintiff seeks attorney's fees and costs, as
4 authorized under PAGA.

5 **PRAYER**

6 WHEREFORE, Plaintiff requests judgment as follows:

7 **On The First Cause Of Action**

8 1. For all forms of relief and civil penalties recoverable under PAGA;

9 2. For attorney's fees and costs pursuant PAGA, or pursuant to any applicable
10 statute (including, without limitation, Code of Civil Procedure, § 1021.5), or any applicable
11 legal doctrine, including the common fund doctrine, the substantial benefit theory, and/or
12 the catalyst theory;

13 3. For interest on all amounts owing, commencing from the date such amounts
14 were due; and

15 4. For all such other relief as the Court deems just and proper.

16 Dated: July 31, 2023

SCHEPPACH BAUER PC

17 By: _____

18 JOHN M. SCHEPPACH
19 Attorneys for Plaintiff
LOUIS BRANTMEYER

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff demands a trial by jury on all claims and issues so triable.

22
23 Dated: July 31, 2023

SCHEPPACH BAUER PC

24 By: _____

25 JOHN M. SCHEPPACH
26 Attorneys for Plaintiff
27 LOUIS BRANTMEYER
28

EXHIBIT A

PAGA NOTICE

May 26, 2023

VIA CERTIFIED MAIL TO:

Employer

Repairsmith, Inc.

Registered Agent For Service Of Process
Corporation Service Company,
dba CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

VIA ONLINE SUBMISSION TO:

**The State Of California,
Labor & Workforce Development Agency**

Current Website Address:

[http://www.dir.ca.gov/Private-Attorneys-
General-Act/Private-Attorneys-General-
Act.html](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)

Re: *Louis Brantmeyer, et al. v. Repairsmith, Inc., et al.*
PAGA Notice

Dear Employer And The LWDA:

Louis Brantmeyer (“Brantmeyer”), on behalf of himself and all other aggrieved employees, and through his undersigned representative, hereby provides notice pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698 – 2699.5 (“PAGA”), of alleged violations of the California Labor Code committed by Repairsmith, Inc. (the “Company”). Pursuant to the requirements of PAGA, the Labor Code provisions allegedly violated, including the alleged facts and theories in support thereof, are set forth below. All citations herein are to the California Labor Code as it is presently constituted. The Labor Code may be amended in one or more respects after the date of this PAGA Notice. This PAGA Notice invokes all available forms of tolling, including any tolling provided by Judicial Council Emergency Rule 9.

I. BACKGROUND

The Company operates a mobile mechanic business in the State of California. Brantmeyer worked for the Company in California as a non-exempt mechanic. During his employment at the Company, Brantmeyer experienced a myriad of wage-and-hour violations.

PAGA Group

This PAGA Notice applies to all current and former non-exempt Company employees who, at any time during the applicable limitations period, worked for the Company in California as a non-exempt employee (collectively referred to as the “aggrieved employees”). Brantmeyer is a member of this PAGA group and is one of the aggrieved employees.

II. ALLEGED LABOR CODE VIOLATIONS

A. Unpaid Wages

At all applicable times, the Company had policies and/or practices that failed to capture and pay employees properly for all hours worked and all compensation owed.

Among other policy documents, the Company's offer letter to Brantmeyer and others indicated that the Company would pay daily overtime only for hours worked "over 10 in a day," however, Labor Code § 510 and the applicable Industrial Welfare Commission Wage Order require that overtime be paid for time worked over eight (8) hours in a day. The Company's payroll configurations were not properly set up to capture and pay aggrieved employees for all overtime and/or double-time hours worked in accordance with law. Moreover, the Company did not capture and pay for all time worked by the aggrieved employees, including, for example, all compensable work-related communications and Company-required training. Moreover, supervisors would often alter employee time-records by artificially clocking an employee out for a supposed meal period, but no corresponding meal period was taken by the employee at the time and for the duration entered by the supervisor. Furthermore, the Company paid economic items to employees besides their normal hourly wages, such as (without limitation) incentive payments. However, the Company did not properly include the economic items (incentive payments, holiday pay, etc.) in the regular rate of pay for purposes of computing overtime, double-time, sick leave payments or benefits, and meal/rest period premiums, all of which resulted in compensation deficiencies. In addition, to the extent the Company attempted to include economic items in the regular rate of pay, the Company did not timely or fully pay all additional overtime or double-time or other compensation owed by virtue of those items in the time required by law. (Labor Code, § 204.)

As a result of the above, aggrieved employees (i) have not been paid the applicable California minimum wage for all compensable work (Labor Code §§ 204, 1194, 1194.2, 1197, 1197.1 & 1199), (ii) have not been paid all their wages due during employment (Labor Code §§ 204 & 218), (iii) have not received all overtime and/or double-time compensation owed to them (Labor Code §§ 204, 510, 511, & 1198), (iv) have not received all meal period premium wages, rest period premium wages, and sick leave pay owed to them (Labor Code, §§ 226.7(c), 233, 246.5(c)(1), and 248.6(b)); (v) have not received accurate itemized wage statements, because their wage statements do not accurately capture their total hours worked, their net and gross wages earned, or the applicable rates of pay for their work (Labor Code, § 226(a)(1), (2), (5) & (9)); and (vi) have not received all wages due to them upon separation from employment (Labor Code §§ 201, 202, and 203.)

The Company was required to keep, in a centralized location, three years' worth of accurate records showing the hours worked by, and wages paid to, its employees; however, as a result of the above, the Company failed to keep accurate records in violation of Labor Code § 1174(d.).

B. Meal Period Violations

At all material times, the Company maintained policies and/or practices that prevented aggrieved employees from receiving legally-compliant first and second meal periods. The Company's policies and/or practices have caused employees to not be provided with the legally-compliant meal periods to which they were and are entitled.

Under California law, all non-exempt employees who work more than five (5) hours in a shift are entitled to take an uncontrolled, duty-free meal period of at least thirty (30) minutes. Meal periods must start after no more than five (5) hours of work. (Labor Code, § 512(a); IWC Wage Orders, § 11.) Under California law, all non-exempt employees who work more than ten (10) hours in a shift are entitled to take a second uncontrolled, duty-free meal period of at least thirty (30) minutes. Second meal periods must start after no more than ten (10) hours of work. (Labor Code, § 512(a); IWC Wage Orders, § 11.) Employers are forbidden from requiring employees to work during a meal period that is mandated by California statutory law or by an IWC Wage Order. (Labor Code, § 226.7(b).) Under California law, employers must provide an employee with an additional hour of pay for each workday that an employee is not provided with a meal period "in accordance with" California statutory law or IWC Wage Orders. (Labor Code, § 226.7(c).)

At all material times, the Company did not establish or provide employees with a sufficient break system or break infrastructure, causing employees to routinely take delayed or shortened meal periods or forgo them altogether. Moreover, the Company placed schedules, demands or expectations on employees regarding the time-frame in which certain tasks (e.g., an oil change) should occur, and the productivity they should achieve, and these demands interfered with taking meal periods in accordance with California law. The Company also prohibited or restricted the personal use of Company vehicles and passengers therein, and these prohibitions/restrictions interfered with the meal period rights of employees and the taking of legally-compliant meal periods.

Brantmeyer and the aggrieved employees routinely worked the requisite hours to be entitled to a first meal period under California law. The Company was required to provide a first meal period to the aggrieved employees in accordance with law, and the Company failed to do so. Specifically, and without limitation, the Company failed to provide the aggrieved employees with first meal periods that were timely, duty and control-free, and/or a full 30 minutes. Likewise, and for the same reasons, the Company has also routinely failed to provide the aggrieved with legally-compliant second meal periods on shifts they worked more than ten (10) hours. The Company failed to provide the aggrieved employees with second meal periods that were timely, duty and control-free, and/or a full 30 minutes. Numerous employees, Brantmeyer included, worked over 12 hours in a shift without receiving a second meal period.

No valid waiver exists to excuse the meal period violations. The Company did not properly pay aggrieved employees the required premium wages owed for the first and second meal period violations. The Company's non-provision of compliant meal periods, and the Company's non-payment of the required meal period premiums, violated and is actionable under Labor Code § 512(a), and Labor Code §§ 226.7(b) & (c).

As meal period premiums are wages subject to Labor Code section 226(a), the Company's failure to pay at all and list on its wage statements, and/or the Company's failure to properly pay and list on its wage statements, the meal period premiums to which Brantmeyer and the aggrieved employees were entitled caused the Company's wage statements to inaccurately list the gross and net wages earned, in violation of Labor Code section 226(a)(1) and (a)(5). Moreover, when meal periods were interrupted and/or controlled, yet the aggrieved employees remained clocked out, their corresponding wage statements for the pay period did not accurately reflect their total hours worked or their gross or net wages earned, in violation of Labor Code section 226(a)(2), (a)(1) and (a)(5). The Company's non-compliance with California's wage statement requirements violated and is actionable under Labor Code §§ 226(a) and 226.3.

As meal period premiums are wages subject to Labor Code sections 201-203, the Company also failed to include in the final pay of separated aggrieved employees (Brantmeyer included) all the meal period premiums to which they were entitled. These deficiencies in final pay violated and are actionable under Labor Code sections 201, 202, 203, 208, and 256.

C. Rest Period Violations

At all material times, the Company maintained policies and/or practices that prevented aggrieved employees from receiving legally-compliant rest periods. The Company's policies and/or practices have caused employees to not be provided with the legally-compliant rest periods to which they were and are entitled.

Under California law, all non-exempt employees must be authorized and permitted to take a "net" 10-minute rest break for every four (4) hours worked, or major fraction thereof. (IWC Wage Orders, § 12(A).) Non-exempt employees must be authorized and permitted to take one 10-minute rest break for shifts from three and one-half (3 ½) hours to six (6) hours in length, two 10-minute rest breaks for shifts of more than six (6) hours up to ten (10) hours in length, three 10-minute rest breaks for shifts of more than ten (10) hours up to fourteen (14) hours in length, and so on. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.)

In terms of rest break timing, the employer must authorize and permit the taking of rest breaks "in the middle of each work period." (IWC Wage Orders, § 12(A); see also *Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027, 1040 [analyzing the rest break timing rule].) In terms of rest break duration, California law requires employers to provide employees with a "net" rest time of 10 minutes. (IWC Wage Orders, § 12.) An employee's 10 minutes of rest begins the moment the employee can reach an appropriate area of rest and be free from employer control. (*Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal.App.5th 98, 112 [a rest period "begins when the employee reaches an area away from the work station that is appropriate for rest"]; *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273 ["California law requires employers to relieve their employee of all work-related duties and employer control during 10-minute rest periods"].)

Under California law, it is illegal for an employer to require an employee to work during a rest period that is mandated by California statutory law or an IWC Wage Order. (Labor Code, § 226.7(b).) Under California law, employers must provide an employee with an additional hour of

pay for each workday that an employee is not provided with a rest period “in accordance with” California statutory law or IWC Wage Orders. (Labor Code, § 226.7(c).)

Brantmeyer and the other aggrieved employees worked the requisite hours to be entitled to first, second, and third rest periods under California law. The Company was required to authorize and permit Brantmeyer and the other aggrieved employees to take rest periods in accordance with California law, and the Company failed to do so.

At all material times, the Company did not establish or provide employees with a sufficient break system or break infrastructure, causing employees to routinely take delayed or shortened rest periods or forgo them altogether. Moreover, the Company placed schedules, demands or expectations on employees regarding the time-frame in which certain tasks (e.g., an oil change) should occur, and the productivity they should achieve, and these demands interfered with taking rest periods in accordance with California law. The Company also prohibited or restricted the personal use of Company vehicles and passengers therein, and these prohibitions/restrictions interfered with the rest period rights of employees and the taking of legally-compliant rest periods.

On information and belief, the Company failed to provide third rest breaks at all, or third rest breaks that otherwise complied with the legal requirements of California law.

No valid waiver exists to excuse the rest period violations. The Company did not properly pay Brantmeyer or the other aggrieved employees the required premium wages owed for the rest period violations. The Company’s non-provision of compliant rest periods, and the Company’s non-payment of rest period premiums, violated and is actionable under Labor Code sections 226.7(b) and (c). The Company’s failure to provide legally-compliant rest periods also violated regulatory law. (IWC Wage Orders, § 12 [rest period requirements].)

As rest period premiums are wages subject to Labor Code section 226(a), the Company’s failure to pay and list on its wage statements the rest period premiums to which Brantmeyer and the aggrieved employees were entitled caused the Company’s wage statements to inaccurately list the gross and net wages earned, in violation of Labor Code section 226(a)(1) and (a)(5). The Company’s non-compliance with California’s wage statement requirements violated and is actionable under Labor Code §§ 226(a) and 226.3.

As rest period premiums are wages subject to Labor Code sections 201-203, the Company has also failed to include in the final pay of separated aggrieved employees (Brantmeyer included) all the rest period premiums to which they were entitled. These deficiencies in final pay were willful within the meaning of Labor Code section 203, and are actionable under Labor Code sections 201, 202, 203, 208, and 256.

D. Inaccurate Wage Statements

Labor Code section 226, subdivision (a), requires that employers (such as the Company) furnish to their employees, semi-monthly or at the time of each payment of wages, an accurate itemized statement in writing showing the “(1) gross wages earned, (2) total hours worked by the employee ..., (3) the number of piece-rate units earned and any applicable piece rate if the

employee is paid on a piece-rate basis, (4) all deductions, ..., (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, ..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee[.]”

As discussed throughout this PAGA Notice, the Company violated Labor Code section 226 in numerous respects. Although unnecessary for PAGA purposes, the above-mentioned violations were knowingly and intentionally committed, and resulted in injury to the employees.

In addition to the above-mentioned violations of Labor Code section 226(a), the Company’s wage statements included vague references to pay items such as (without limitation) “Penalty Pay” and “Safety” that are not readily ascertainable or understandable. Are the vague pay items for time worked, or not? These vague pay items are separate from the “Regular” pay reflected on the wage statements. The Company has a “Total Hrs Worked” line on its wage statements, but that line captures and includes items such as “Vacation” that do *not* have hours worked attributable to them. Without any further information regarding what the “Penalty Pay” or “Safety” or other similar vague items mean, it is not clear whether the “hours” associated with these items are actual hours worked in the pay period, or something else. Because of the vagueness, aggrieved employees cannot tell, from the face of the wage statement alone, their total hours worked in the pay period. (Labor Code, § 226(a)(2).)

Although unnecessary for PAGA purposes, the above-mentioned violations were knowingly and intentionally committed, and resulted in injury to the employees.

The Company did not furnish employees with, or make available to employees, their wage statements in hardcopy format, in violation of Labor Code section 226.

E. Unreimbursed Expenses

Labor Code section 2802 requires employers to reimburse employees for expenses incurred in the discharge of their work-related duties or while carrying out the directions of their employer. Aggrieved employees incurred expenses for which they were not reimbursed, including (without limitation) those set forth below, in violation of Labor Code section 2802.

Among other things, the Company’s phones and/or tablets did not function properly at customer sites, and thus aggrieved employees were required to utilize their own personal phones for work-related communications and tasks, without reimbursement from the Company. Brantmeyer and other aggrieved employees were also responsible for maintaining Company-issued phones and/or tablets, including charging these devices at their residences, without reimbursement or a utility stipend from the Company.

The Company’s failure to properly pay the expenses of Brantmeyer and the other aggrieved employees violates and is actionable under Labor Code § 2802(a)-(c). (*Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137.)

F. Illegal Agreements

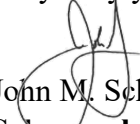
The Company required Brantmeyer and other aggrieved employees to agree to terms or conditions of employment that are prohibited by California law and which the Company knew were prohibited by California law. Among other such documents, the Company has required Brantmeyer and other aggrieved employees to enter into a broad EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT which contains broad and illegal restrictive covenants that violate Business & Professions Code § 16600, Labor Code § 232.5(a)-(b), and Labor Code § 1197.5(k)(1). Among other things, this agreement prohibits employees from using “know-how” in subsequent employment, requires them to keep in confidence (both during and after their employment) “compensation” information and “personnel” information, and, for at least a year period following their employment, bars them from soliciting or participating in the soliciting of employees, consultants, or independent contractors of the Company whether “directly or through others” and this remains true “even if I [the employee] did not initiate the discussion or seek out the contact.” Brantmeyer and other former employees of the Company continue to be subject to the illegal restrictive covenants in this agreement and other documentation like it. On information and belief, the Company’s requirement that employees enter into this agreement and other documentation like it continues to persist.

III. CIVIL PENALTIES SOUGHT

For all the above-specified Labor Code violations, Brantmeyer, on behalf of himself and all other aggrieved employees, seeks all available civil penalties against the Company (or any successor or predecessor entity) that the law allows, including the default PAGA penalties, and any civil penalties specifically provided by statute for the alleged Labor Code violations (including Labor Code §§ 210, 226.3, 256, 558, 1174.5, and 1197.1) which are recoverable under PAGA.

To the extent any other entity under the control of or acting in concert with the Company, or to the extent any owner, director, officer, or managing agent of the Company, caused or contributed to the Labor Code violations, civil penalties are also sought as to such entities or responsible parties. Brantmeyer, on behalf of himself and all other aggrieved employees, reserves the right to assert claims and theories for Labor Code violations and associated civil penalties that are uncovered in the discovery process but which are presently unknown.

Very truly yours,


John M. Scheppach
Scheppach Bauer PC

CC: Joel Milne
Repairsmith, Inc., Chief Executive Officer & Secretary
2333 Utah Ave, Suite 104
El Segundo, CA 90245
(via certified mail)