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FILED
Superior Court of California
County of Los Angeles
11/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Alba Deputy

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

ANITA CHRISTINA NARANG, an
individual,

Plaintiff,

vs.

MUTESIX, LLC, a corporation; MUTESIX
GROUP, INC., a corporation; DENTSU
INTERNATIONAL AMERICAS, LLC, a
corporation; and DOES 1 through 10 inclusive,

Defendant.

Case No. **23STCV23367**

**PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR:**

- 1. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
- 2. DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(a)**
- 3. FAILURE TO PREVENT IN VIOLATION OF GOVERNMENT CODE SECTION 12940(k)**
- 4. DISCRIMINATION AND/OR RETALIATION BASED ON PREGNANCY IN VIOLATION OF GOVERNMENT CODE SECTION 12945(a)**
- 5. FAILURE TO PROVIDE CFRA LEAVE IN VIOLATION OF GOVERNMENT CODE SECTION 12945.2(k)**
- 6. RETALIATION FOR SEEKING CFRA LEAVE IN VIOLATION OF GOVERNMENT CODE SECTION 12945.2(q)**

[CONTINUED]

7. **FAILURE TO PAY OVERTIME IN VIOLATION OF SECTIONS 510, 1194, 1198**
8. **FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS IN VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**
9. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226(a)**
10. **FAILURE TO PAY WAGES OWED TIMELY IN VIOLATION OF LABOR CODE SECTIONS 201 TO 203**
11. **FAILURE TO REIMBURSE NECESSARY EXPENSES IN VIOLATION OF LABOR CODE SECTION 2802**
12. **PRIVATE ATTORNEY'S GENERAL ACT (LABOR CODE SECTION 2698)**

JURY TRIAL DEMANDED

1 Plaintiff Anita Christina Narang (“Plaintiff”) alleges and complains against Defendants MuteSix,
2 LLC, MuteSix Group, Inc., and Dentsu International Americas, LLC and Does 1 through 10 (collectively,
3 “Defendant”) as follows:

4 **INTRODUCTION**

- 5 1. This is a pregnancy discrimination case.
- 6 2. Defendant operates a digital marketing agency. Plaintiff worked for Defendant as a Project
7 Manager.
- 8 3. Defendant fired Plaintiff when she was pregnant – less than 3 months before her scheduled
9 maternity leave.
- 10 4. Defendant told Plaintiff her termination was the result of a restructuring, but Plaintiff was
11 the only member of her group who was let go – despite the fact that she was a high performer.
- 12 5. Plaintiff seeks damages and penalties for wrongful termination, discrimination, retaliation,
13 and Labor Code violations, along attorney’s fees and costs and interest.
- 14 6. Plaintiff also seeks damages for the emotional distress Defendant inflicted on Plaintiff by
15 firing her when she was pregnant with her first child, less than 3 months before she was due to give birth.
16 Defendant left Plaintiff jobless and full of worry about employment and finances, instead of excitement
17 and joy about her pregnancy. Defendant robbed Plaintiff of a precious time in her life that she will never
18 be able to get back.

19 **PARTIES | JURISDICTION | VENUE**

- 20 7. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.
- 21 8. Defendant MuteSix LLC, MuteSix Group, Inc., and Dentsu International Americas, LLC
22 all operate in California.
- 23 9. Under California Code of Civil Procedure section 395(a), venue is proper in this County
24 because Defendant resides in this County and/or Plaintiff’s alleged injuries herein occurred in this County.
- 25 10. The true names and capacities of the defendants named herein as Does 1 through 10,
26 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
27 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
28 Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this

Complaint to show such true names and capacities when they have been determined. Defendant and Doe Defendants are collectively referred to as “Defendant,” “Defendants” or “Defendant Employers.”

11. Plaintiff believes that, at all times relevant herein, each defendant designated, including Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative, manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

12. Defendant, and each of them, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i). Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

ALTER EGO | AGENCY | JOINT EMPLOYER

13. There exists such a unity of interest and ownership between Defendant Employers that the individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto, Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

14. Plaintiff believes Defendant Employers were both Plaintiff’s joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are “interrelation of operations, common management,

1 centralized control of labor relations, and common ownership or financial control. ... Although courts
2 consider the four factors together, they often deem centralized control of labor relations the most
3 important.”); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities
4 can also be deemed a “joint employer” by having the right to control the employment relationship, as
5 evaluated by focusing on “an examination of defendant’s role with respect to the right to hire, fire, transfer,
6 promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.”).

7 15. Defendant Employers were Plaintiff’s employers, joint employers and/or special
8 employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i),
9 and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of
10 this Court. Defendant Employers were Plaintiff’s employers, joint employers and/or special employers
11 within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are
12 each an “employer or other person acting on behalf of an employer” as such term is used in Labor Code
13 sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff’s joint
14 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.
15 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
16 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
17 either directly or indirectly, and the manner in which Defendant Employers’ business was and is
18 conducted.

19 16. Labor Code section 558.1 provides that an employer or “other person acting on behalf of
20 an employer” who violates certain California wage and hour laws “may be held liable as the employer for
21 such violation.” Labor Code section 558.1 defines “other person acting on behalf of an employer” as a
22 “natural person who is an owner, director, officer, or managing agent” of the employer. Labor Code
23 section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against “any employer or
24 other person acting on behalf of an employer” who causes overtime pay violations to occur.”); *see Atempa*
25 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 (“Any employer or other
26 person acting either individually or as an officer, agent, or employee of another person” for failure to pay
27 minimum wages.”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) (“aggrieved employees may
28 ... maintain civil actions to recover such penalties”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.

10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors and shareholders); *see* Government Code section 12925(d) (defining “Person” as one *or more* individuals, partnerships, associations, corporations, limited liability companies, legal representatives, trustees, trustees in bankruptcy, and receivers or other fiduciaries).

17. Despite the formation of purported corporate existence, Defendant Employers are, in reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely dominated and controlled by one another, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b) Defendant Employers derive actual and significant monetary benefits by and through one another’s unlawful conduct, and by using one another as the funding source for their own personal expenditures; (c) Defendant Employers, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant Employers are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain of Defendant Employers’ affairs, and are, and were, the alter ego of one another. The recognition of the separate existence of each of the Defendant Employers would not promote justice, in that it would permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law. The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly, Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate existence must be disregarded.

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ADMINISTRATIVE EXHAUSTION

18. Plaintiff exhausted administrative requirements for Plaintiff's claims.

19. On September 26, 2023, Plaintiff filed a complaint with the California Civil Rights Department (CRD) (formerly known as the Department of Fair Employment and Housing (DFEH)) setting forth the allegations and claims herein. Plaintiff obtained an immediate Right to Sue from the CRD.

20. On September 13, 2023, Plaintiff's counsel gave written notice by online filing with the California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to Defendants a letter specifying the California Labor Code provisions Defendants violated, including the facts and theories supporting the alleged violations. More than sixty-five (65) days have passed since Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the LWDA has not provided notice of intent to investigate the alleged violations, nor have Defendants provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699, as provided by subsection 2699.3.

FACTUAL ALLEGATIONS

21. **Defendant.** MuteSix LLC, MuteSix Group, Inc., and Dentsu International Americas, LLC (collectively "Defendant") operate a digital marketing agency.

22. **Plaintiff's Hire.** On November 8, 2021, Defendant hired Plaintiff Anita Christina Narang, a woman, to start as an employee in the job position of Project Manager – L3. Exhibit 1.

23. **Plaintiff's Job Details.** Plaintiff's job duties included coordinating project communications and workflows for client projects. Plaintiff did not supervise anyone in this role.

24. Defendant classified Plaintiff as an "exempt" employee, paid an annual base salary of \$65,000, plus medical benefits.

25. Defendant provided Plaintiff with a laptop computer plus \$50 per month to reimburse Plaintiff for mobile device usage for business purposes. Defendant did not reimburse Plaintiff anything for home internet expenses incurred for business purposes.

26. Plaintiff reported to Client Success Project Manager ***Brittany Czodli***.

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27. Plaintiff's work schedule was full-time, Monday through Friday, 8:00am to 5:00pm, plus afterhours and weekends review and response to messages.

28. Plaintiff's work location was remote, from her home in Santa Clarita, California 91321.

29. **Defendant Awards Plaintiff A Raise.** Plaintiff's performance was very good, as was her feedback. On or about March 1, 2023, Defendant awarded Plaintiff a performance based raise of \$10,000, bringing her annual base salary to \$75,000. Things changed when Defendant learned that Plaintiff was pregnant.

30. **Plaintiff Informs Defendant Of Her Pregnancy And Requests Leave.** On or about March 24, 2023, during a one-to-one meeting, Plaintiff informed Brittany Czodli that Plaintiff was pregnant, with a November 2023 due date.

31. On April 12, 2023, Plaintiff emailed with Defendant's Maternity Leave Claims Specialist **Mandie Schubring**, who confirmed Plaintiff would have 16 weeks of baby bonding leave starting on November 15, 2023. Exhibit 2. However, Defendant manufactured a reason to fire Plaintiff before she could take her leave.

32. **Wrongful Termination (Discrimination & Retaliation).** On August 30, 2023, Defendant fired Plaintiff. On August 30, 2023 at about 9:00am, Plaintiff received a Google Meets invite from Client Engagement Leader **Angel Scheid** for a 10:30am meeting. At the virtual meeting, Human Resources Associate **Kaley Crinklaw** and Angel Scheid informed Plaintiff that Plaintiff's position was being eliminated due to a company restructuring of departments.

33. When Plaintiff sought further explanation, Angel Scheid said only that Plaintiff's role was impacted by company restructuring. Plaintiff then asked why her position was the one impacted when she had not received any negative feedback and she was seven months pregnant. Angel Scheid just responded, "Kaley, you can take it from here" and logged-off the meeting.

34. Defendant presented Plaintiff with a separation agreement that sought a broad release and non-disparagement from Plaintiff in exchange for \$3,125. Plaintiff refused to sign.

35. Defendant's one-person restructuring is transparent pretext for wrongful termination.

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36. A substantial motivating reason for Defendant's decision to terminate Plaintiff's employment was Plaintiff's protected classes (sex, gender, pregnancy) and/or protected conduct (requesting leave), as alleged herein.

37. Other similarly situated employees who are not in the same protected classes as Plaintiff and/or who did not engage in the same or similar protected conduct as Plaintiff did, in fact, engage in actions similar to Plaintiff and were not terminated for such actions.

38. **Plaintiff's Pay & Misclassification.** Defendant misclassified Plaintiff as "exempt" as Plaintiff should have been "non-exempt" thus entitled to overtime and breaks.

39. Even though Defendant (barely) paid Plaintiff the requisite minimum salary threshold, Defendant did not allow Plaintiff to customarily and regularly exercise discretion and independent judgment in performing her job duties, presumably under the Executive and/or Administrative Exemption, as required by California Code of Regulations, Title 8, Section 11040(1)(A)(2).

40. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two (2) times the regular rate of pay

41. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout Plaintiff's meal breaks; Plaintiff was "on-call" during meal breaks; Plaintiff's meal breaks were not timely; Plaintiff's meal breaks were interrupted; Plaintiff's meal breaks were less than the full 30 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during meal breaks.

42. **Unreimbursed Expenses.** Defendant failed to fully reimburse Plaintiff's reasonable business expenses incurred, according to proof, including: the full amount of mobile device usage costs; and home internet usage costs.

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43. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned

44. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: overtime wages; and/or meal period premium wages.

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

45. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

46. The elements of a claim for wrongful termination in violation of public policy are (1) an employer-employee relationship, (2) the employer terminated the plaintiff's employment, (3) the termination was substantially motivated by a violation of public policy, and (4) the discharge caused the plaintiff harm. *See Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *see Yau v. Allen* (2014) 229 Cal.App.4th 144, 154.

47. Plaintiff is informed and believes that any one of the alleged violations of California statutes and public policy listed herein was a substantial motivating reason for Plaintiff's termination of employment.

48. The actions of Defendant as alleged herein constitute multiple and independent violations (or Plaintiff reasonably believed in good faith the actions constituted multiple and independent violations) of California statutes and public policy, including: California Constitution, Article 1, § 8 (discrimination); California Government Code § 12940(a) (discrimination); California Government Code § 12940(h) (FEHA retaliation); California Government Code § 12940(k) (failure to prevent); California Government Code § 12940(m) (pregnancy retaliation); California Government Code Sections 12921, 12926, 12945(a) (pregnancy); California Government Code § 12945.2(q) (CFRA interference); California Government Code § 12945.2(k) (CFRA retaliation).

49. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was harmed, and the termination of employment was a substantial factor in causing Plaintiff's harm.

50. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

51. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the acts of Defendant, Plaintiff suffered harm to Plaintiff's reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

52. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Angel Scheid and/or Kaley Crinklaw, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

SECOND CAUSE OF ACTION

DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(a)

53. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

54. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

55. California Government Code section 12940(a) makes it unlawful for “an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.”

56. Plaintiff's sex, gender, and/or pregnancy was a substantial motivating factor for Defendant's decision to terminate Plaintiff's employment as alleged herein.

72. At all times relevant, Plaintiff was qualified for Plaintiff's position and performed the duties adequately.

73. Defendant discriminated and/or retaliated against Plaintiff and violated California's Pregnancy Disability Leave Law by terminating Plaintiff's employment as alleged herein.

74. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to lose, substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this court.

75. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset, distressed, embarrassed, humiliated, and aggravated in a sum in excess of the jurisdictional minimum of this court.

76. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including Angel Scheid and/or Kaley Crinklaw, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

77. Government Code section 12965(b) permits the award of reasonable attorneys' fees to a Plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE CFRA LEAVE IN VIOLATION OF GOVERNMENT CODE SECTION 12945.2(q)

78. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

79. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

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1 80. California Government Code section 12945.2(b)(3) defines “Employer” to mean any
2 “person who directly employs five or more persons to perform services for a wage or salary.” California
3 Government Code section 12945.2(a) states that it “shall be an unlawful employment practice for any
4 employer, as defined in paragraph (3) of subdivision (b), to refuse to grant a request by any employee with
5 more than 12 months of service with the employer, and who has at least 1,250 hours of service with the
6 employer during the previous 12-month period or who meets the requirements of subdivision (r), to take
7 up to a total of 12 workweeks in any 12-month period for family care and medical leave. Family care and
8 medical leave requested pursuant to this subdivision shall not be deemed to have been granted unless the
9 employer provides the employee, upon granting the leave request, a guarantee of employment in the same
10 or a comparable position upon the termination of the leave....”

11 81. California Government Code section 12945.2(q) makes it unlawful “for an employer to
12 interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this
13 section.”

14 82. During Plaintiff’s employment with Defendant, Plaintiff sought and/or took protected
15 leave per California Government Code section 12945.2(a) as alleged herein.

16 83. Defendant took adverse actions against Plaintiff as alleged herein, at least in substantial
17 part, in retaliation for Plaintiff’s protected activities set forth herein.

18 84. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and
19 will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other
20 actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the
21 jurisdictional minimum of this Court.

22 85. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is
23 mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated.
24 As a result of the acts of Defendant, Plaintiff suffered harm to Plaintiff’s reputation and claims general
25 damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional
26 minimum of this Court.

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86. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Angel Scheid and/or Kaley Crinklaw, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

87. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code section 12965(b).

SIXTH CAUSE OF ACTION

**RETALIATION FOR SEEKING CFRA LEAVE IN VIOLATION OF
GOVERNMENT CODE SECTION 12945.2(k)**

88. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

89. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

90. California Government Code section 12945.2(b)(3) defines “Employer” to mean any “person who directly employs five or more persons to perform services for a wage or salary.”

91. California Government Code section 12945.2(a) states that it “shall be an unlawful employment practice for any employer, as defined in paragraph (3) of subdivision (b), to refuse to grant a request by any employee with more than 12 months of service with the employer, and who has at least 1,250 hours of service with the employer during the previous 12-month period or who meets the requirements of subdivision (r), to take up to a total of 12 workweeks in any 12-month period for family care and medical leave. Family care and medical leave requested pursuant to this subdivision shall not be deemed to have been granted unless the employer provides the employee, upon granting the leave request, a guarantee of employment in the same or a comparable position upon the termination of the leave....”

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1 92. California Government Code section 12945.2(k) makes it unlawful for an “employer to
2 refuse to hire, or to discharge, fine, suspend, expel, or discriminate against, any individual because of any
3 of the following: (1) An individual’s exercise of the right to family care and medical leave provided by
4 subdivision (a)....”

5 93. During Plaintiff’s employment with Defendant, Plaintiff sought and/or took protected
6 leave per California Government Code section 12945.2(a) as alleged herein.

7 94. Defendant took adverse actions against Plaintiff as alleged herein, at least in substantial
8 part, in retaliation for Plaintiff’s protected activities set forth herein.

9 95. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and
10 will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other
11 actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the
12 jurisdictional minimum of this Court.

13 96. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is
14 mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated.
15 As a result of the acts of Defendant, Plaintiff suffered harm to Plaintiff’s reputation and claims general
16 damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional
17 minimum of this Court.

18 97. The actions alleged herein were taken by managing agents and/or officers of Defendant
19 and/or ratified by managing agents and/or officers of Defendant, including but not limited to Angel Scheid
20 and/or Kaley Crinklaw, and said managing agents and/or officers of Defendant acted with oppression,
21 fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is
22 entitled to an award of punitive damages.

23 98. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire
24 attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys’
25 fees and costs in connection therewith. Plaintiff is entitled to recover attorneys’ fees and costs under
26 California Government Code section 12965(b).

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF**
3 **LABOR CODE SECTIONS 510, 1194, 1198, AND 1199 AND WAGE ORDER**

4 99. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

5 100. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
6 Welfare Commission's Wage Orders and California Labor Code.

7 101. The applicable Industrial Welfare Commission Wage Order provides that: "(A) Daily
8 Overtime – General Provisions. (1) The following overtime provisions are applicable to employees 18
9 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school
10 and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be
11 employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the
12 employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked
13 over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond
14 eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the
15 employee is compensated for such overtime at not less than: (a) One and one-half (1 ½) times the
16 employee's regular rate of pay for all hours worked In excess of eight (8) hours up to and including twelve
17 (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day
18 of work in a workweek.; and (b) Double the employee's regular rate of pay for all hours worked in excess
19 of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)
20 consecutive day of work in a workweek. (c) The overtime rate of compensation required to be paid to a
21 nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary
22 as one fortieth (1/40) of the employee's weekly salary.

23 102. California Labor Code section 510 provides that: (a) Eight hours of labor constitutes a
24 day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any
25 one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be
26 compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.
27 Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
28 regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of

a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

103. California Labor Code section 1194 provides in relevant part: (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's, and costs of suit.

104. California Labor Code section 218.5 provides in relevant part: In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.

105. At all relevant times, throughout Plaintiff's employment, Plaintiff regularly and with Defendant's knowledge worked more than eight (8) hours in working day.

106. Defendant did not pay 1 ½ times the legal minimum hourly wage rate for all the hours worked over eight (8) hours in a work day and/or 40 hours in a work week, and Defendant did not pay two times the legal minimum hourly rate for all the hours worked over twelve (12) hours in a work day as alleged herein.

107. During the relevant time period, Defendant intentionally and willfully failed to pay for all hours Defendant suffered and/or permitted Plaintiff to work, including for overtime hours.

108. Plaintiff alleges that wages are due to Plaintiff for all hours worked during which Plaintiff was not paid proper overtime wages pursuant California Labor Code sections 510 and 1194 and all applicable laws, rules, orders, requirements and regulations.

109. Plaintiff demands all applicable reimbursements, interest and penalties for lost overtime wages.

110. Plaintiff further demands reasonable attorneys' fees and costs of suit pursuant to California Labor Code sections 218.5 and 1194, and any other applicable statute or regulation.

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EIGHTH CAUSE OF ACTION

**FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF
LABOR CODE SECTIONS 226.7 AND 512 AND WAGE ORDER**

111. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

112. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

113. California Labor Code section 512(a) states (in relevant part): "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."

114. The applicable Industrial Welfare Commission Wage Order provides that: No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

115. California Labor Code section 226.7(b) provides: If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

116. During the relevant time period, Defendant worked Plaintiff more than five hours per day without an off-duty, timely, and/or uninterrupted 30-minute meal period as required by California Labor Code section 512 and the applicable Industrial Welfare Commission Wage Order. During the relevant time period, Plaintiff worked more than six (6) hours in a workday and did not waive the right to a meal period by mutual consent. Defendant's policy and practice was not to compensate Plaintiff with the full amount of pay due and owing as required by California Labor Code section 226.7, and the applicable Industrial Welfare Commission order (i.e., one hour of pay per day per lunch period at the employee's regular rate of compensation).

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1 117. Plaintiff demands all applicable reimbursements, interest, and penalties for Plaintiff's lost
2 wages.

3 118. Plaintiff demands reasonable attorneys' fees and costs of suit pursuant to California Labor
4 Code sections 218.5 and 1194, and any other applicable statute or regulation.

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS IN VIOLATION OF**
7 **LABOR CODE SECTION 226(a)**

8 119. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

9 120. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
10 Welfare Commission's Wage Orders and California Labor Code.

11 121. California Labor Code section 226(a) provides that every employer shall furnish each of
12 their employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
13 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
14 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
15 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
16 dates of the period for which the employee is paid, (7) the name of the employee and their or their social
17 security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
19 rate by the employee.

20 122. California Labor Code section 226 requires employers to list on an itemized wage
21 statement "all amounts earned and now owing, not just those amounts actually paid." *Naranjo v. Spectrum*
22 *Security Services, Inc.*, 2022 WL 1613499, at *13 (Cal., May 23, 2022).

23 123. California Labor Code section 226(e)(1) provides that "[a]n employee suffering injury as
24 a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
25 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
26 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
27 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
28 reasonable attorney's fees."

124. California Labor Code section 226.3 provides that “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

125. Plaintiff has suffered injury and damage to Plaintiff's statutory-protected rights as Defendant intentionally and willfully failed to provide Plaintiff with complete and accurate wage statements as alleged herein. The deficiencies include, but are not limited to, the failure to include: total hours worked by the employee; the inclusive dates of the period for which the employee is paid; the name of the employee and their social security number; the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

126. Plaintiff is entitled to recover from Defendant the greater of Plaintiff's actual damages caused by Defendant's failure to comply with California Labor Code section 226(a), or pursuant to California Labor Code section 226(e), an aggregate penalty not exceeding four thousand dollars per employee, and an award of costs and reasonable attorney's fees.

TENTH CAUSE OF ACTION

**FAILURE TO PAY ALL WAGES OWED UPON TERMINATION IN VIOLATION OF
LABOR CODE SECTIONS 201 TO 203**

127. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

128. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

129. California Labor Code sections 201 and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. For these purposes, wages include meal and rest break period premiums.

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139. Plaintiff seeks reimbursement for the excess costs of these expenses as alleged herein. Plaintiff seeks damages for all necessary expenditures and loses, including attorney's fees and costs pursuant to Labor Code section 2802(c).

TWELFTH CAUSE OF ACTION

PAGA REPRESENTATIVE ACTION FOR PENALTIES PURSUANT TO LABOR CODE SECTION 2698

140. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

141. Under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These penalties are in addition to any other relief available under the Labor Code. As set forth above, Defendant has committed numerous violations of the Labor Code against Plaintiff, including but not limited to:

- **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in Labor Code §§ 204(a) and 204(b).
- **Labor Code § 206.** Failure to pay all undisputedly owed wages.
- **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 227.3, and/or 1197.5.
- **Labor Code § 212.** Failure to include the name and address of established place of business in the state on pay checks to cash or deposit pay checks.
- **Labor Code § 213.** Unauthorized payment of final wages via direct deposit.
- **Labor Code § 221.** Failure to not collect and receive owed wages.
- **Labor Code § 226.** Failure to provide timely and accurate wage statements.¹
- **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- **Labor Code §§ 226.7 and 512.** Failure to provide meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the meal periods.

¹ *Bernstein v. Virgin America, Inc.*, 3 F.4th 1127 (9th Cir. 2021) (awarding nearly \$4.4 million in statutory Labor Code § 226 penalties and an additional \$5 million in PAGA civil penalties for Labor Code § 226 violations).

- 1 • **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72 hours
2 after notice of separation.
- 3 • **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- 4 • **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including overtime
5 and double time compensation at the minimum wage rate.
- 6 • **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with Labor
7 Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the
8 Industrial Welfare Commission.
- 9 • **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours and days of
10 work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226,
11 226.7, 1193.1, and/or 1194.
- 12 • **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- 13 • **Labor Code § 1197.1.** Failure to pay minimum wage.
- 14 • **Labor Code § 1199.** Violation of an order of the Industrial Welfare Commission.
- 15 • **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare
16 Commission for conditions of labor prohibited by such:
 - 17 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 3,** requiring an
18 employer to pay overtime and double time compensation.
 - 19 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 4,** requiring an
20 employer to pay minimum wages, including overtime and double time compensation at the
21 minimum wage rate.
 - 22 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 7,** requiring an
23 employer to maintain accurate information with respect to each employee; provide
24 employees with thorough and accurate itemized wage statements; and, provide clocks
25 within a reasonable distance from employees' work areas.
- 26 • **Labor Code § 2802.** Failure to reimburse necessary business expenses.

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1 142. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section
2 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and
3 former employees of Defendant pursuant to the procedures specified in California Labor Code section
4 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor
5 Code were committed against Plaintiff.

6 143. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on
7 September 13, 2023, by online filing to the California Labor and Workforce Development Agency
8 (“LWDA”) and by certified mail to Defendant of the specific provisions of the California Labor Code and
9 IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged
10 violations. More than 65 days have passed since Plaintiff provided written notice to the LWDA. The
11 LWDA has not provided notice that it intends to investigate PLAINTIFF’S claims.

12 144. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the
13 aforementioned LWDA notice via certified mail on September 14, 2023. More than 33 days have passed
14 since that date. Defendant has not provided Plaintiff with notice that it cured any of the violations
15 alleged therein.

16 145. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under
17 Plaintiff’s PAGA claim extends one year and sixty-five days before the filing of this complaint (the
18 “PAGA Liability Period”).

19 146. Accordingly, Plaintiff has complied with all of the requirements set forth in California
20 Labor Code section 2699.3 to commence a representative action under PAGA.

21 147. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved
22 employees, and the State of California according to proof, pursuant to the California Labor Code,
23 including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial
24 violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to PAGA,
25 Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code sections
26 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for the
27 violations set forth above. Plaintiff is entitled to an award of reasonable attorneys’ fees and costs pursuant
28 to Labor Code section 2699(g)(1).

1 **JURY TRIAL DEMANDED**

2 Plaintiff demands a jury as to all causes of action.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- 5 a. For general economic damages according to proof;
- 6 b. For general non-economic damages according to proof;
- 7 c. For special damages according to proof;
- 8 d. For penalties where provided by law;
- 9 e. For punitive damages where allowed by law;
- 10 f. For prejudgment interest pursuant to California Labor Code section 218.6, California
- 11 Civil Code section 3287 and/or California Civil Code section 3288 and/or any other
- 12 provision of law providing for prejudgment interest;
- 13 g. For attorneys' fees where allowed by law;
- 14 h. For costs of suit incurred herein; and
- 15 i. For such other and further relief as deemed just and proper.
- 16

17 DATED: November 21, 2023

COLBY LAW FIRM, PC

18 

19 By: _____

20 AARON N. COLBY

21 ZOE YUZNA

22 Attorneys for Plaintiff

23 ANITA CHRISTINA NARANG

24

25

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27

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EXHIBIT 1



10/07/2021

Christina Narang

Dear Christina,

It is with great pleasure that we send you this letter as confirmation of the employment offer we recently discussed. We are excited to have you join MuteSix, a Dentsu Aegis Network agency, and we are confident that your experience and talent will help us continue to be successful.

OFFER DETAILS

Business Title: Your business title will be Project Manager – L3.

Compensation: Your annual base salary will be \$65,000.00. Our normal paydays are on a semi-monthly basis – the 15th and last day of the month.

Your position is full-time and “exempt” for purposes of the wage and hour laws. As such, you are not eligible for overtime pay provisions of the federal law which entitles you to overtime pay for hours worked over forty (40) in a work week.

Job Profile & Level: You have been mapped into dentsu’s global Career Framework. Additional details on dentsu’s career framework will be available on the Career Framework Neon site. As you engage in ongoing career conversations with your manager, this information will help guide discussions around your career progression, personal goals, your training and your development to help you navigate your career at dentsu with confidence.

- Career Framework Job Profile: Project Analyst (30)
- Career Framework Level: 30

Start Date: Your start date is currently scheduled for 11/08/2021.

Manager: You will be reporting into Brittany Czodli, Client Success Project Manager.

Location: USA – REMOTE - CA.

Terms of Offer: Your offer may be subject to a successful background and reference check, details of which will be provide to you under separate cover. This offer is in effect for 72 hours from the date set forth above.

Benefits: You will be eligible to participate in the **BenefitsPlus** Flexible Benefits Program beginning the first day of the month coincident with or immediately following your date of hire. This Program includes: medical, dental, vision, life, accidental death & dismemberment, group voluntary benefits, individual voluntary benefits, short- and long-term disability, flexible spending accounts and commuter benefits. If you do not make an election or waive coverage within 31 days from receipt of your email notification to complete your enrollment, you will only be provided the company paid Basic Life, AD&D, Short-Term and Long-

Term Disability coverage. All other benefits will be waived. Please review the Benefits at a Glance sheet or visit www.danbenefitsplus.com to learn more.

You are eligible to participate in the **BenefitsPlus** 401(k) Plan as soon as administratively possible following your date of hire. You can contribute 1%-75% of your eligible pay on a pre-tax and/or Roth 401(k) basis up to the annual IRS dollar limit. If you do not actively make an election or waive your participation in the Plan, you will be automatically enrolled at a contribution rate of 6% pre-tax following 90 days of employment with the company. Shortly after your hire date, you will receive additional information from Charles Schwab, our 401(k) Administrator. Please review this information to learn more about the Plan.

FTO Policy:

Our company offers Flexible Paid Time Off ("FTO") for all regular, full-time employees where each employee is afforded the flexibility to take pre-planned vacation as needed without waiting periods, accrual rates, plan maximums or the need to build up vacation balances. Any time off must adhere to the FTO guidelines set forth in our Employee Handbook which will be provided to you during your New Hire Orientation"

Sick Days: Employees are eligible for Paid Sick Time in accordance with our policy, as set forth in the Employee Handbook.

Paid Holidays: Dentsu Aegis Network, US provides a generous paid holiday schedule for employees that includes the observances of major holidays and planned office closures, subject to departmental needs, annually at end of year.

**Proof of Your
Citizenship:**

Proof of U.S. citizenship or eligibility to work in the United States in accordance with the Immigration and Naturalization Service Act is required. You will be asked to complete an I-9 *Employment Eligibility Verification form* with your new hire paperwork which outlines the necessary identification documents. **Please bring the originals of these documents with you on your first day of employment.**

**New Hire
Orientation:**

Your new-hire orientation will be held on 11/08/2021 at 10:00am pst. Kaley (our HR Generalist) will be reaching out to you to schedule your orientation.

If the above is in order, please sign and return the required Offer Letter and Confidentiality and Non-Disclosure Agreement to start employment. We expect you to return these signed documents to us within three business days, otherwise we will assume that you will not be accepting our employment offer.

Upon receiving your completed offer package, we will initiate your onboarding. You will be receiving a welcome email prior to your start date with instructions on how to complete your new hire documents.

If you have any questions, please reach out.

Best,
Mariana Gutierrez
Sr. Recruiter

Accepted and agreed,
DocuSigned by:

By: Christina Marang
Date: 10/7/2021

Non-Disclosure & Protective Covenant Agreement

1. Confidential and Proprietary Information.

I, Christina Narang (hereinafter “You”) recognize, acknowledge and agree with MuteSix (the “Company”) that, in consideration for the Company’s agreement to hire You, the information You are exposed to while working as an employee of the Company (“Confidential Information”) is of a confidential and proprietary nature. You covenant and agree to receive in strictest confidence any Confidential Information belonging to the Company directly or indirectly, including any Confidential Information belonging to any of its subsidiaries, affiliates, related entities (including parent companies) or clients, and to maintain and aid and assist to maintain the secrecy of that Confidential Information. “Confidential Information” includes, but is not limited to, any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of the Company and its subsidiaries, affiliates, related entities (including parent companies) (collectively, the “Company Group”) and their respective clients, any and all know-how, processes, trade secrets, manuals, confidential reports, and any information, records and proceedings of the Company Group and their respective clients that is considered confidential and proprietary. Confidential Information also includes confidential or proprietary information of any third party that may be in the possession of any member of the Company Group as well as confidential or proprietary information obtained by You during the period of Your relationship with the Company. However, Confidential Information does not include any information that (1) is in the public domain; (2) is or becomes available to the public other than as a result of a disclosure by You in violation of this agreement (this “Agreement”); (3) was available to You on a non-confidential basis prior to the date of this Agreement; or (4) becomes available to You on a nonconfidential basis from a source other than the Company (other than through a breach of a confidentiality obligation).

You further agree that You will not, either during the term of Your employment with the Company or at any time after the employment relationship ends, divulge or disclose or cause others to divulge or disclose to others, or use to Your own advantage (directly or indirectly), except for or on behalf of, and with the knowledge and consent of, the Company, any client- or Company-related information, Confidential Information, or trade secret which You may gain by reason of employment with the Company.

At the expiration of Your employment for any reason whatsoever, or at any other time requested by the Company, You shall surrender and deliver to the Company all documents, correspondence, storage media, issued hardware, security badges or passes and any other data and/or asset of any type whatsoever emanating from the Company by any means whatsoever during the course of Your employment, regardless of how stored or maintained and including all originals, copies and compilations.

2. Non-Solicitation.

In consideration of the compensation benefits and agreements provided for pursuant to Your employment and Your access to Confidential Information and specialized training, the sufficiency of which consideration is hereby acknowledged, You agree that during Your employment with the Company and for a period of one (1) year after the last day of Your employment with the Company (the “Termination Date”), without the Company’s prior written consent which may be withheld in the Company’s sole discretion, You will not, directly or indirectly:

(a) Solicit or induce or attempt to induce, any employee or consultant of the Company Group as of the Termination Date, or any person who was an employee or consultant of the Company Group within the six (6) month period prior to the Termination Date, with whom You worked or about whom You had access to Confidential Information to terminate his/her employment or consulting relationship with, or otherwise cease his/her relationship with, the Company Group; or

(b) Solicit, encourage, cause or attempt to cause any of the current clients, customers or accounts, or prospective clients, customers or accounts, of the Company Group within the United States and Canada to (i) purchase any services or products from any business other than the Company that are competitive with, or a substitute for, the services or products offered by the Company Group; (ii) sell or provide any services or products that are competitive with, or a substitute for, the services or products offered by the Company Group; or (iii) cause any supplier of goods or services to the Company Group not to do business with or to reduce any part of its business with the Company Group. For purposes of this Agreement, a “current client, customer or account” is any individual or entity (i) with whom You had contact or communications at any time during the twelve (12) month period prior to the Termination Date as a Company employee; (ii) for whom You supervised the relevant account or dealings at any time during the twelve (12) month period prior to the Termination Date as a Company employee; and/or (iii) about whom You obtained any Confidential Information during the term of Your employment with the Company (including the identity of such individual or entity as a customer or client of the Company Group).

3. Inventions, Patents, Trademarks, and Copyrights.

(a) Assignment. You hereby assign to the Company or its nominee the entire right, title and interest in and to all work performed, processes, discoveries, works of authorship, developments, innovations, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions (collectively, "Inventions") made, conceived or reduced to practice or authored by You either solely or jointly with others, during the term of Your employment with the Company or with the use of information, materials or facilities of the Company received or used by You during the term of Your employment with the Company.

(b) Disclosure. The provisions of this Section do not apply to any invention for which no equipment, supplies, facility, or Confidential Information of the Company was used and that was developed entirely on Your own time, unless: (i) such invention relates (A) directly to the business of the Company or (B) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by You for the Company. You shall promptly disclose to the Company all works, writings, formulas, designs, models, photographs, drawings, design inventions, and other inventions made, conceived, or reduced to practice or authored by You that You contend falls within the foregoing exception.

(c) Further Assurances. You shall sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of the Company, any and all documents and to perform such acts as may be reasonably necessary, useful or convenient for the purpose of securing to the Company or its nominees, patent, trademark, or copyright protection upon all such Inventions title to which the Company may acquire in accordance with the provisions of this Section 3. You agree to promptly notify the Company in writing of the name and address of each business with whom You are associated (as an employee or as an independent contractor) for a period of twelve (12) months following the end of Your employment with the Company. You further: (i) agree that the Company may notify any such business about the existence and terms of this Agreement; (ii) irrevocably consent to any such notification; and (iii) covenant not to sue the Company based on any such notification.

4. Limitations of Agreement.

(a) The purpose of this Agreement is to protect the Company and its Confidential Information from harm through misappropriation of its trade secrets, proprietary information and materials, and other forms of unfair competition.

(b) Nothing in this Agreement prohibits You from exercising Your legal rights under applicable law or pursuant to a valid order of a court of competent jurisdiction, including but not limited to reporting an event that You reasonably and in good faith believe is a violation of state or federal law or regulation to any governmental agency or entity (such as but not limited to the Department of Justice, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Congress, and any agency Inspector General, or any other similar state agency), or making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation; provided that such disclosure does not exceed the extent of disclosure required or permitted by such laws or regulations. You do not need the prior authorization of the Company to make any such reports or disclosures and You are not required to notify the Company that You have made such reports or disclosures. Furthermore, nothing herein is intended to prohibit You from cooperating in an investigation conducted by such a governmental agency, or from receiving an award in connection with such cooperation. However, if You make any disclosure pursuant to a valid court order, except as otherwise provided by law, You shall provide written notice of any such order to an authorized officer of the Company within 24 hours of receiving such order where possible, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

(c) Further, You understand and agree that nothing in the definition of Confidential Information set forth above encompasses (or places any restriction upon Your discussions regarding) employee wages, employee benefits, payroll information and other terms and conditions of employment, nor does anything in this Agreement interfere with in any way, restrict or impede any right any employee may have to engage in activity protected by Section 7 of the National Labor Relations Act without fear of retaliation, and/or any state or local laws protecting, for example, an employee's right to discuss wages, terms and conditions of employment, etc.

(d) You acknowledge notice that, under the Defend Trade Secrets Act of 2016 (DTSA) and pursuant to 18 U.S.C. 1833(b): no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (ii) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may

disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order. The foregoing exceptions shall not, however, be deemed to authorize or limit liability for an act by You that would otherwise be illegal absent this Agreement such as unlawful access of material by unauthorized means, or theft of Company property.

(e) You have carefully read and considered the provisions of this Agreement and, having done so, agree that the restrictions set forth herein are fair, reasonable, and necessary to protect the Company's legitimate business interests, including its goodwill with its clients and employees and its Confidential Information. In addition, You acknowledge and agree that (i) Your abilities and skills are readily useable in a variety of capacities in most geographic areas such that the foregoing restrictions do not unreasonably restrict You with respect to seeking employment elsewhere in non-competitive ventures should Your employment with the Company end; (ii) the relationships between the Company Group and their respective clients are of a near-permanent nature and but for Your association with the Company, You would not have had contact with such customers or clients; and (iii) the information to which You have had or will have access is of a confidential and proprietary nature, and the goodwill of the Company and/or clients and supplier relationships which You have or will enjoy while employed by the Company are significant and valuable to the Company. Thus, You agree not to contest the general validity or enforceability of this Agreement before any court, arbitration panel or other body. Your restrictions and obligations in Sections 1 and 2 of this Agreement (the "Post Separation Obligations") shall survive the Termination Date and shall be in addition to any restrictions imposed upon You by statute, at common law, or in other agreements. The Post Separation Obligations shall continue to be enforceable regardless of whether there is any dispute between you and the Company concerning any alleged breach of this Agreement.

5. Miscellaneous.

(a) Your employment with the Company is "at will." This Agreement is not, nor should it be considered as, an agreement of employment for any particular length of time. This means employment may be terminated at any time by either party, for any reason.

(b) You agree that Your breach of any provision of this Agreement will result in irreparable damage and continuing injury to the Company. Therefore, in the event of any breach or threatened breach of this Agreement, the Company shall be entitled to an injunction from a court of competent jurisdiction enjoining You from committing any violation of this Agreement, and You hereby consent to the issuance of such an injunction. You further agree that the Company shall not be required to post a bond to obtain such an injunction. All remedies available to the Company by reason of a breach by You of the provisions of this Agreement are cumulative, none is exclusive, and all remedies may be exercised concurrently or consecutively at the Company's option. Further, in the event of a breach or violation by You of any of the provisions of this Agreement, the term thereof, as the case may be, shall be tolled until such breach or violation has been fully cured.

(c) This Agreement, being personal in nature to You, may not be assigned or delegated by You. The Company shall have the right to assign or transfer this Agreement to any affiliated entity or any successor to all or part of its business or assets, and You irrevocably consent to any such assignment or transfer. In the event of such assignment by the Company to an affiliated entity or successor, you explicitly acknowledge that any reference to the Company hereunder will become a reference to such assignee and you shall be bound by all of the terms hereof as if such assignee was an original signatory to this Agreement.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflict-of-law principles. To the extent You have entered into a written arbitration agreement with the Company, the provisions of such arbitration agreement shall govern the resolution of any dispute between the Company and You arising out of or relating to this Agreement, except that any litigation under this Agreement to enforce the Post Separation Obligations shall be brought by either You or the Company in state or federal Court in New York, New York as the parties agree and acknowledge that claims relating to the Post Separation Obligations under this particular Agreement are not subject to arbitration, and either party may seek to enforce them in state or federal court in New York, New York. As such, You and the Company irrevocably consent to the jurisdiction and venue of the courts in New York, New York (whether federal or state) for all disputes related to the Post Separation Obligations in this Agreement and irrevocably consent to service via nationally recognized overnight carrier, without limiting other service methods allowed by applicable law. In addition, each of You and the Company irrevocably waives any right to a trial by jury in any action related to the Post Separation Obligations in this Agreement.

(e) If a court of competent jurisdiction or an arbitration panel determines that any provision of this Agreement is invalid, illegal, or incapable of being enforced, then You and the Company request that such court or panel modify such provision by “blue-penciling” or otherwise in order to render such provision not invalid, illegal, or incapable of being enforced and then enforce the provision as modified. You and the Company further agree that each provision of this Agreement is severable from each other provision of this Agreement.

(f) No modification, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon the Company unless reduced to writing and signed by a duly authorized Company official. This Agreement shall be construed according to a plain reading of its terms and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision in this Agreement. Any reference in this Agreement to any Section refers to the corresponding Section of this Agreement. The word “including” in this Agreement means “including without limitation”.

(g) This Agreement constitutes the entire agreement between You and the Company pertaining to the subject matter contained herein and supersedes any and all prior and contemporaneous agreements, representations and understandings of You and the Company related to the subject matter contained herein, provided that it does not supersede any of Your obligations to the Company under other fully executed, written agreements.

(h) A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this letter.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned hereto set their hands and seals as of the dates set forth below.

AGREED TO AND ACCEPTED:

DocuSigned by:

D8449559D3984FA...

Christina Narang

10/7/2021

Date

MuteSix

Date

EXHIBIT 2

Good morning,

My name is Mandie, and I am the Claims Specialist assigned to handle your Short Term Disability claim with Lincoln Financial Group for maternity leave.

Today, I wanted to acknowledge that I have received your claim, and I will get in touch with you just before your reported date of disability of November 15, 2023. Please understand, your claim cannot be pre-approved and there is nothing needed for your claim until your child is born. I will need to conduct a brief interview with you when I reach out, and we can go over any questions you may have about the policy at that time.

Should you deliver or cease work before your reported date of disability of November 15, 2023, please contact me.

Here is some information pertaining to your eligibility for maternity leave:

- You are eligible for 16 weeks of bonding time through your employer beginning on the day your baby is born. You can use this time all at once, or you can break it up into two separate increments, but all time must be used by your baby's first birthday, otherwise you forfeit any remaining time.
- **If there are complications outside of a typical recovery period of six to eight weeks that impacts your mental or physical well-being, you should notify your claim examiner as soon as possible and within ten weeks from your delivery.**
- If you are still outside 30 days of your planned absence, please review the Dentsu Benefits Plus site to review all pertinent documentation for your leave. Please visit [Leave Programs – Dentsu Benefits Plus](#). Should you have additional questions after reviewing the documentation, please feel free to reach out to me within **30 days of your absence**.
- Because you work in the state of California, you may qualify for California Employment Development Department (EDD) benefits. You must file your claim for CA EDD benefits directly with the state of California using the department's forms. Please be advised, if you are filing for maternity benefits, you are eligible for disability *and* bonding benefits and will need to apply for both benefits separately.
 - Forms and claim instructions will be available on the department's website at <https://edd.ca.gov/disability/paid-family-leave/>. You may also call 1-877-238-4373 (for English) or 1-877-379-3819 (for Spanish) for questions regarding benefits and eligibility.
 - ***Please note, you will receive a 100% benefit from your employer, but any benefit payment you are eligible for under a state paid disability will be automatically offset from your Short Term Disability and bonding payments. Please submit your CA EDD award letter to Lincoln Financial Group at disabilitydocuments@lfg.com.***

Thank you!



Mandie Schubring,
AINS
STD Claims Examiner
Lincoln Financial
Group

800.210.0268 Office
69798 Ext.
603-334-0401 Fax

[LincolnFinancial.com](https://www.lincolnfancial.com)

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 13263 Ventura Boulevard, Suite 203, Studio City, California 91604

On November 21, 2023, I served the following document(s) on the following person(s):

Document(s) Served

- **PLAINTIFF'S FIRST AMENDED COMPLAINT**

Recipient(s)

- Michael D. Thomas (Michael.Thomas@jacksonlewis.com)
- Stephanie Y. Yu (Stephanie.Yun@jacksonlewis.com)
- Jannette Astorga (Jannette.Astorga@jacksonlewis.com)

VIA ELECTRONIC MAIL – I served a true and correct copy of the above document(s) by electronic delivery pursuant to C.C.P. 1010.6, calling for agreement to accept service by electronic delivery, to the interested parties in this action as indicated above.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on November 21, 2023 at Los Angeles, California.

KAYLEE ALVAREZ

Print Name



Signature

PROOF OF SERVICE