CARI A. COHORN, ESQ (SBN 249056)
WORKPLACE LEGAL,
A PROFESSIONAL LAW CORPORATION
870 Market St., Suite 1152
San Francisco, CA 94102
Telephone: (415) 851-8900
Facsimile: (415) 660-9728
Email: ccohorn@workplacelegalpc.com

Attorneys for Plaintiff
MICHELLE BIBBINS

Squire Patton Boggs (US) LLP
Michael W. Kelly (State Bar # 214038)
michael.kelly@squirepb.com
555 California Street, Suite 550
San Francisco, California 94104
Telephone: +1 415 954 0200
Facsimile: +1 415 393 9887

Attorneys for Defendants
JSR MICRO, INC. and JSR NORTH AMERICA HOLDINGS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

UNLIMITED JURISDICTION

MICHELLE BIBBINS, an individual Plaintiff, v. JSR MICRO, INC., a Delaware corporation doing business in California, JSR NORTH AMERICA HOLDINGS, INC., a Delaware corporation doing business in California, and DOES 1 through 20, inclusive, Defendants.	Case No. 24CV440580 **JOINT STIPULATION FOR ORDER APPROVING SETTLEMENT OF INDIVIDUAL PRIVATE ATTORNEYS GENERAL ACT CLAIM; [PROPOSED] ORDER** Complaint Filed: June 5, 2024

Plaintiff Michelle Bibbins ("Plaintiff") and Defendants JSR Micro, Inc. and JSR North America Holdings, Inc. ("Defendants") (collectively, the "Parties") hereby stipulate to and jointly request that, on the terms set out in more detail below, the Court approve the Parties' settlement of Plaintiff's individual claim for penalties (the "Individual PAGA Claim") pursuant to the Labor Code Private Attorneys General Act ("PAGA," Cal. Lab. Code §§ 2698 *et seq.*).

STIPULATION

WHEREAS, on June 5, 2024, Plaintiff filed the above entitled-action against Defendants;

WHEREAS, the Tenth Cause of Action of Plaintiff's Complaint asserted a narrow claim for PAGA penalties arising out of Defendants' alleged failure to reimburse exempt employees for expenses associated with employees' use of cell phones, data plans, and home internet services in violation of Labor Code § 2802;

WHEREAS, over the course of several months, the Parties engaged in both formal discovery and informal exchanges of documents and evidence, and thoroughly researched and investigated the strengths and weaknesses of their respective claims and defenses;

WHEREAS, Defendants denied any violations of Labor Code § 2802 and defended against the PAGA claim on grounds including but not limited to the contention that employees were properly reimbursed for necessary business expenses and the contention that employees' use of their cell phones, data plans, and home internet services was not mandatory;

WHEREAS, on December 15, 2025, the Parties engaged in mediation with mediator Michael Loeb, Esq.;

WHEREAS, through adversarial, arms-length negotiations facilitated by Mr. Loeb, the Parties reached an agreement to fully resolve this action, subject to Court approval of the settlement of Plaintiff's Individual PAGA Claim;

WHEREAS, the Parties' agreement to settle the Individual PAGA Claim is attached hereto as **<u>Exhibit A</u>**;

WHEREAS, the Parties, through their respective counsel, have concluded this settlement represents a fair, reasonable, and adequate resolution of the Individual PAGA Claim, and it includes a reasonable payment to the California Labor and Workforce Development Agency (the "LWDA"), based on the potential penalties available for the violations allegedly committed by Defendants against Plaintiff;

WHEREAS, concurrently with the filing of this Stipulation, Plaintiff's counsel is submitting to the LWDA both the Stipulation and the agreement to settle the Individual PAGA Claim;

WHEREAS, the Parties' agreement does not adversely impact the interests of any other allegedly aggrieved employees of Defendants, or either of them, because the Parties will request dismissal *without prejudice* of the Tenth Cause of Action for PAGA penalties as to every allegedly aggrieved employee of Defendants, or either of them, *other than* Plaintiff;

WHEREAS, the Parties have also entered into a separate Confidential Individual Settlement (as defined in Section I.A. of Exhibit A hereto) to fully and finally resolve all claims and causes of action that were or could have been asserted by Plaintiff in this action;

WHEREAS, the Parties intend and agree that the separate Confidential Individual Settlement should remain private and confidential to the maximum extent allowed by law and by this Court;

WHEREAS, the Parties have agreed that, should the Court require as part of its determination of whether to approve the settlement of Plaintiff's Individual PAGA Claim, disclosure of the amount of the Confidential Individual Settlement and/or any examination by the Court of the Confidential Individual Settlement, the Parties would, and hereby do (if such disclosure or examination is desired by the Court) request that any such disclosure be made *in camera* and/or under seal.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties that this matter should be disposed of in its entirety, subject to the approval and order of the Court, as follows:

1. The settlement of the Individual PAGA Claim as to Plaintiff shall be APPROVED, and within 15 days of entry of this order, Plaintiff shall file a Request for Dismissal *with prejudice* of the Tenth Cause of Action, with respect to Plaintiff *only*;

2. Nothing in this order shall impair the rights of any allegedly aggrieved employee of Defendants, or either of them, other than Plaintiff, and within 15 days of entry of this order, Plaintiff shall file a Request for Dismissal *without prejudice* of the Tenth Cause of Action, with respect to any such individuals;

3. Provided that Defendants perform their material obligations under the Parties' Confidential Individual Settlement, Plaintiff shall file a Request for Dismissal with prejudice of all remaining causes of action set forth in the Complaint, under the terms of the Confidential Individual Settlement, but in no event later than 45 days after entry of this order.

IT IS SO STIPULATED.

Dated: February 26, 2026

WORKPLACE LEGAL,
A PROFESSIONAL LAW CORPORATION

By: Cari A Cohorn
Cari A. Cohorn

Attorneys for Plaintiff
MICHELLE BIBBINS

Dated: February 26, 2026

SQUIRE PATTON BOGGS (US) LLP

By: Michael W. Kelly
Michael W. Kelly

Attorneys for Defendants JSR MICRO, INC. and JSR NORTH AMERICA HOLDINGS, INC.

PURSUANT TO STIPULATION OF THE PARTIES IT IS SO ORDERED.

DATED: ____________________

Honorable Charles F. Adams
Judge of the Superior Court

Exhibit A

SETTLEMENT AGREEMENT AND
RELEASE OF CLAIM FOR CIVIL PENALTIES

This Settlement Agreement and Release of Claim for Civil Penalties ("Agreement") is made by and between Michelle Bibbins ("Plaintiff") and JSR Micro, Inc. and JSR North America Holdings, Inc. (collectively "Defendants"). Plaintiff and Defendants shall be referred to individually as a "Party" and collectively as the "Parties."

I. DEFINITIONS

The terms below have the following meaning in this Agreement:

A. "Action" means the instant civil action, titled *Bibbins v. JSR Micro, Inc., et al.*, Santa Clara Superior Court Case No. 24CV440580.

B. "Confidential Individual Settlement" means the Parties' agreement to settle all claims and causes of action that have been or could have been asserted in this Action, including those set forth in Plaintiff's Complaint filed on June 5, 2024.

C. "Court" means the Superior Court of the State of California, County of Santa Clara.

D. "Gross Settlement Amount" means ONE THOUSAND TWO HUNDRED DOLLARS ($1,200), which Defendants will pay to Plaintiff and to the LWDA.

E. "LWDA" means the California Labor & Workforce Development Agency.

F. "PAGA" means California's Private Attorneys General Act, codified at California Labor Code §§ 2698 *et seq.*

G. "PAGA Notice" means the claim notice dated March 20, 2024 that Plaintiff submitted to the LWDA, attached to this Agreement as Exhibit 1.

H. "Released Parties" means, individually and collectively, Defendants and/or any of their parents, subsidiaries, owners, directors, trustees, managers, affiliated or related entities, employees, agents, representatives, and insurers, as of the effective date of this Agreement.

I. "Settlement" means the terms and conditions set forth in this Agreement, which are meant to resolve only Plaintiff's claims for PAGA penalties arising out of alleged legal violations committed against her personally – and not to have any impact upon any rights or claims of any other allegedly aggrieved employee.

II. RECITALS

A. On March 20, 2024, Plaintiff submitted her PAGA claim notice to the LWDA via the online PAGA filing portal and sent a copy to Defendants. The LWDA assigned Case No. LWDA-CM-1017642-24 to Plaintiff's claim. The LWDA did not investigate the alleged violations or otherwise respond to the PAGA Notice within 65 days.

B. On June 5, 2024, Plaintiff commenced the Action, asserting several individual causes of action and a representative cause of action for PAGA penalties and all other remedies available pursuant to PAGA (*e.g.*, attorneys' fees). Plaintiff alleged the same violations as had been described in the PAGA Notice.

C. The Parties engaged in both formal discovery and an informal exchange of information, as well as arms-length negotiations concerning Plaintiff's claims. The Parties participated in mediation, on December 15, 2025, with Michael Loeb, Esq., an experienced and knowledgeable neutral.

D. Although the Parties did not reach an agreement at mediation, Mr. Loeb continued working with the Parties, and on or about December 18, 2025, the Parties agreed upon the material terms of this Settlement.

E. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, will be construed or deemed an admission of liability, culpability, or wrongdoing of any kind by Defendants, nor will it constitute an admission of any fact or allegation against it.

F. Plaintiff and her counsel believe that the PAGA claim asserted in the Action has merit. However, they recognize and acknowledge the significant expense and potentially lengthy timespan required to prosecute the claim through trial and, possibly, appeals. Plaintiff and her counsel are mindful of the many possible defenses Defendant has to the PAGA claims and the numerous disputed questions of fact, especially with respect to the individual facts and circumstances related to individuals other than Plaintiff.

G. Defendants and their counsel dispute that the PAGA claim asserted in the Action has merit and are prepared to vigorously defend against the claim. However, Defendant and its counsel likewise recognize the risks and costs inherent in all litigation, particularly complex litigation, such as that involving representative PAGA claims.

Accordingly, the Parties and their respective counsel agree to resolve Plaintiff's claim for PAGA penalties arising *only* out of violations that she personally experienced, without waiving any representative claim for penalties arising out of violations allegedly committed against any other current or former employee of Defendant.

H. The Parties and their respective counsel agree that this Settlement represents a fair and reasonable compromise of Plaintiff's claims because it has been arrived at after arms-length negotiations and adequately balances the risks of proceeding with the Action against the value of the potential recovery by Plaintiff and by the LWDA.

I. The Parties desire that Plaintiff will release, fully and completely, all claims described in the PAGA Notice and asserted in the Action, as well as all claims available to Plaintiff for civil penalties and other remedies under PAGA – with respect only to penalties arising out of violations Plaintiff allegedly personally experienced, as set forth in Sections III. B. and C. The Parties desire that this Settlement will not affect the rights or interests of any other current or former employee of Defendants, or the LWDA's ability to collect penalties arising out of violations allegedly committed as to any current or former employee of Defendants other than Plaintiff.

III. AGREEMENT

A. Consideration. Defendants agree to pay the Gross Settlement Amount. This Gross Settlement Amount will be paid to Plaintiff and to the LWDA as set forth below. Defendant will not be required to pay any more than the Gross Settlement Amount in connection with the PAGA claim. The Gross Settlement Amount will be paid and distributed to the LWDA (65%) and to Plaintiff (35%). For tax purposes, the portion of the Settlement Amount paid to Plaintiff will be characterized as penalties and will be reported on IRS Form 1099, subject to the provisions set forth in paragraph III(F), below.

B. Release of Claims. Effective upon the date of the Court's entry of an order approving of this Settlement and the Parties' Joint Stipulation to Dismiss the PAGA Claim with prejudice as to Plaintiff, and *without prejudice* as to any other current or former employee of Defendants, Plaintiff, on behalf of herself and the LWDA, will and hereby does fully release and discharge the Released Parties from all claims, demands, rights, liabilities, and causes of action available for civil penalties and other remedies under PAGA stemming from those alleged violations committed against Plaintiff personally. Plaintiff represents that she has made no assignment or transfer of any right, claim, complaint, charge, duty, obligation, demand, cause of action, or other matter waived or released by this section. Plaintiff agrees that she cannot represent other "aggrieved employees" in a PAGA action as it relates to the Released Parties in relation to any issues prior to the date of this Agreement.

C. No Release of Claims as to Anyone Other Than Plaintiff. Plaintiff's release shall not extend to any other person. That is, no right that any other current or former employee of Defendant may have to PAGA penalties and/or to pursue a representative PAGA action is released, waived, or otherwise impacted by this Settlement.

D. Court Approval of the Settlement and Stipulation for Dismissal. The Parties and their respective counsel will take all necessary steps to implement this Agreement, including any steps that may be requested by the Court relating to the approval of the Settlement, and will otherwise use their respective best efforts to obtain Court approval of the Settlement and to implement this Agreement. The procedure for obtaining Court approval will be as follows:

As soon as practicable after this Agreement has been executed by the Parties, Plaintiff will submit a stipulation to the Court, attaching this Agreement, requesting approval of this Agreement pursuant to California Labor Code § 2699(s)(2), dismissing Plaintiff's claim for PAGA penalties with prejudice with respect to Plaintiff only, and dismissing the PAGA claim without prejudice with respect to any and all other allegedly aggrieved employees.

The Parties will, to the maximum extent possible, maintain the confidentiality of the terms of the Confidential Individual Settlement. Should the Court require disclosure of the amount of the Confidential Individual Settlement, the Parties will jointly request that such disclosure be made under seal and/or that any examination by the Court of the Confidential Individual Settlement be conducted *in camera*.

In the event that the Court declines to approve the Settlement, neither this Agreement nor the Confidential Individual Settlement Agreement will become void. The Parties will meet and confer concerning an increase in the amount of the Settlement of the PAGA claim (without altering the amount of payments due under the Confidential Individual Settlement) and will submit an amended stipulation to the Court seeking approval of that increased settlement amount. No other terms of this Agreement shall be altered, unless so ordered by the Court.

E. Timing and Administration of Payments. Within 15 days of entry of a Court order approving the Settlement, Defendants will disburse $780 (*i.e.*, 65% of the Gross Settlement Amount) by sending a check payable to "Labor and Workforce Development Agency" addressed to:

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Payment of the remaining 35% of the Gross Settlement Amount to Plaintiff shall be made by check payable to Plaintiff.

F. Tax Treatment and Indemnification. The Settlement payment distributed to Plaintiff will be considered "penalties" for tax purposes and will be reported by Defendant on an IRS Form 1099. No amount of this payment will constitute "wages."

The Parties represent that they have not received, and will not rely on, advice or representations from the other Party or of her/its agents regarding the tax treatment of payments pursuant to this Agreement under federal, state, or local law. Plaintiff understands and agrees that Defendants make no guarantee with respect to tax treatment of any amounts paid to Plaintiff under this Agreement. Plaintiff acknowledges that she has been advised to seek the advice of an accountant or tax professional prior to signing this Agreement.

Plaintiff understands that the taxability of all payments paid to her pursuant to this Agreement will be governed by applicable federal, state, and local tax laws and regulations, and that she will be solely responsible for any taxes, interest, and penalties that she may owe with respect to such payments. Plaintiff further agrees that, in the event she fails to pay the taxes she owes as a result of any payment made to her pursuant to this Agreement, and if any taxing authority looks to Defendants for payment of those taxes, Plaintiff will indemnify and hold harmless Defendants for any taxes, interest, or penalties imposed on Defendants as a result thereof.

G. Miscellaneous Provisions

1. Each Party to Bear Own Costs. The Parties will each bear responsibility for her/its own attorneys' fees and costs, taxable or otherwise, incurred by her/it in connection with the Action and will not seek reimbursement from any other Party.

2. Severability. The voiding, nullification, or invalidation of any material term of this Agreement, including but not limited to the release of claims in Section III(B) above, will

invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that some or all of the remaining provisions will remain in force and effect.

3. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute any part of this Agreement.

4. No Admission. Neither this Agreement nor any of its terms shall construed as an admission by Defendants of any liability or obligation to Plaintiff, any allegedly aggrieved employee, and/or the LWDA. Defendants specifically deny owing any further liability or obligation to anyone.

5. Agreement Jointly Prepared. The Parties and their attorneys have reviewed this Agreement and have had a full opportunity to negotiate its terms. Accordingly, the Parties expressly waive the rule of construction that ambiguities should be construed against the drafter of an agreement. The language in all parts of this Agreement will be construed as a whole, according to its fair meaning.

6. Non-Evidentiary Use. Neither the fact of this Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as evidence by either Party, any allegedly Aggrieved Employee, or their respective counsel. However, nothing contained in this paragraph will prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

7. Amendment or Modification. Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for the Parties.

8. Authorization to Enter Into Agreement. Each individual signing this Agreement warrants that he/she/they has/have the authority and is/are authorized to enter into this Agreement on behalf of the Party for which that individual signs.

9. Advice of Counsel. The Parties are represented by counsel, and each has had an opportunity to consult with counsel before signing this Agreement. The Parties agree this Agreement reflects their good faith compromise of the claims raised in the Action, based on their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

10. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, plaintiff's counsel, or defendant's counsel without the express written consent of each Party and his/its respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties to this Agreement, the Released Parties, and the LWDA, and will not be construed to confer any right or to avail any remedy to any other person.

11. Governing Law. This Agreement will be governed, construed, and interpreted in accordance with the laws of the State of California, without regard to that State's choice of law principles.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the Action, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein. This Agreement, once it is fully executed, supersedes and any and all prior agreements between the Parties, whether written or oral, with the exception of the Confidential Individual Settlement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, all of which taken together will constitute one and the same document. In addition, facsimile and electronic signatures will have the same force and effect as original signatures.

14. Cooperation. The Parties will cooperate fully with one another and will use their best efforts to consummate the Agreement and cause the Court to enter an order as described herein. No Party to this Agreement will seek to evade her/its good faith obligations to seek approval and implementation of the Agreement.

IN WITNESS WHEREOF, each of the parties to this Agreement executes this document freely and voluntarily intending to be legally bound by it.

Dated: ~~January ___, 2026~~

February 25, 2026

JSR Micro, Inc.

Mark Slezak

By:

Mark Slezak, President JSR Micro, Inc.

Its:

Dated: January __, 2026

February 6, 2026

Michelle Bibbins

Michelle Bibbins

Exhibit 1

Workplace Legal A PROFESSIONAL LAW CORPORATION

workplacelegalpc.com

March 20, 2024

VIA CERTIFIED MAIL & ONLINE UPLOAD

Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Ave., 10th Floor
San Francisco, CA 94102

Re: Private Attorneys General Act – Claim Notice
Bibbins v. JSR Micro, Inc. et al.

Dear PAGA Administrator:

We represent Michelle ("Ms. Bibbins") in connection with her PAGA and other employment-related claims against her former employer, JSR Micro, Inc. ("JSRM"). This letter, which is being uploaded to your website and served by certified mail on JSRM, constitutes the "written notice" required by California Labor Code ("Labor Code") §2699.3(a) of the numerous Labor Code violations endured by Ms. Bibbins and other aggrieved current and former JSRM exempt employees, as well as the facts and theories supporting those violations.

Ms. Bibbins' Relevant Employment History

Ms. Bibbins was hired by JSRM on July 1, 2019 as an exempt Process Engineer II. Upon arriving at JSRM, like all of the company's exempt employees, Ms. Bibbins was required to download Microsoft Outlook and Microsoft Teams onto her personal cell phone so that she would be available to answer work emails and messages in the evenings and on weekends. In addition, like all of the company's exempt employees, Ms. Bibbins was also required to carry her company laptop home in the evenings and on weekends.

Ms. Bibbins and the company's other exempt employees were frequently required to, and in fact did, work from home in the evenings and on weekends. They also often telecommuted and worked from home during the week. In Ms. Bibbins' case, she was even required to work while she was out on pregnancy leave from April to August 2022. Her supervisor, George Garrison ("Mr. Garrison"), frequently sent Ms. Bibbins text messages and Teams messages while she was on leave demanding status reports and updates. He also insisted on doing a performance review for Ms. Bibbins, and discussing a possible promotion, while she was on leave.

In order to perform all their evening and weekend work, Ms. Bibbins and the company's other exempt employees were required to use their personal cell phones as well as their high-speed home internet. However, neither Ms. Bibbins nor the other exempt employees ever received any reimbursement for the cost of their cell phones, their accompanying data plans, or their high-speed home internet service.

Not only was Ms. Bibbins made to work while out on pregnancy leave, but she was also retaliated against once she returned from leave. This retaliation included being repeatedly blamed for not getting her work done while she was out on leave and being denied a promotion, among other things. Ms. Bibbins first went to HR in April 2023 to complain about the discrimination, harassment, and retaliation she was experiencing following her return from leave. HR failed to investigate Ms. Bibbins' complaint, and the discrimination, harassment, and retaliation continued.

Unable to endure the hostile environment any longer, in December 2023 Ms. Bibbins went back to HR – but this time to a different HR employee – to report the ongoing discrimination, harassment, and retaliation. During a meeting between HR, Ms. Bibbins, Ms. Bibbins' boss, George Garrison ("Mr. Garrison"), and his boss, Ray Hung ("Mr. Hung"), Ms. Bibbins was yelled at by Mr. Hung and again blamed for all of the missed deadlines that occurred during her pregnancy leave. Mr. Hung's outburst was so hostile that HR's comment was, "Well, I think I'm going to have to do an investigation."

Immediately following this four-way meeting, Ms. Bibbins started to experience even more – and more aggressive – discrimination, harassment, and retaliation. No longer were her meetings with Mr. Garrison their standard 1:1 meetings; instead, Ms. Bibbins was now forced to endure 2:1 meetings with Mr. Hung also present where he sat in angry silence and ominously recorded everything she said during the meeting.

From that point forward, Mr. Garrison was openly hostile and mean to Ms. Bibbins. If he saw her in the hallway, he would glare at her and walk away. He refused to say anything at all to Ms. Bibbins; instead, he would only communicate with Ms. Bibbins via email. And the only reason he seemed to email Ms. Bibbins was to try to pile more work onto her – work that he knew Ms. Bibbins could not do given all of the other projects she was working on. Otherwise, Mr. Garrison would email Ms. Bibbins only to criticize her work.

The work environment became so hateful and intimidating that Ms. Bibbins hid in her cube, did her work, and tried not to see anyone.

The discrimination, harassment, and retaliation culminated on January 16, 2024 when Ms. Bibbins was yelled at by a male manager in front of Mr. Garrison and a large group of her colleagues. "This is terrible work! You obviously put in no effort," he said. "This took 10 minutes to put together…and doesn't reflect the world-class quality that JSR is known for." He continued to hurl insults at Ms. Bibbins in front of the group for the next 10 minutes. "A high school student could have done this," he continued. It was so personal, and so ugly, that Ms. Bibbins was crying. Colleagues came up to Ms. Bibbins after the meeting to apologize for how she was treated, but Mr. Garrison did not. Mr. Garrison did nothing to support or protect his subordinate from what was clearly a vicious verbal assault because he was furious that Ms. Bibbins had complained to HR.

After returning to her cube, in tears, Ms. Bibbins was constructively terminated. To this day, Ms. Bibbins (along with JSRM's other exempt employees) has/have never been reimbursed anything for the mandatory business use of her/their cell phone(s), accompanying data plan(s), and/or home high-speed internet service(s).

JSRM's Prior PAGA Litigation and Settlement

On August 30, 2021, former JSRM employee Anthony Sanchez ("Mr. Sanchez") filed a PAGA action in Santa Clara County Superior Court, Case No. 21CV386334 ("Prior PAGA Action"), on behalf of himself and all other "**non-exempt** employees throughout California." The Prior PAGA Action was eventually consolidated with a separate class action wage-and-hour case brought by Anthony Sanchez on June 23, 2021 in Santa Clara County Superior Court (Case No. 21CV383516) (the "Lead Case"), also on behalf of himself and all other "**non-exempt** employees throughout California."

Accordingly, when Court finally approved the settlement of the Lead Case and the consolidated Prior PAGA Action on August 28, 2023, only JSRM's **non-exempt** employees' rights were impacted by that settlement. In contrast, Ms. Bibbins and JSRM's other exempt employees are in no way bound by the prior litigation and are free to seek penalties now for the Labor Code violations they endured from JSRM.

The fact that there was prior litigation involving JSRM, involving allegations and a settlement for unreimbursed business expenses, shows that JSRM had notice that their failure to reimburse employees' business expenses was unlawful. Yet, despite that notice, and despite paying a large settlement to resolve both the Prior PAGA Action and the Lead Case, JSRM chose not to change their unlawful non-reimbursement policy for exempt employees. This mandates increased PAGA penalties for each subsequent Labor Code violation, as detailed below (from $100 for the first violation to $200 for each subsequent violation, per employee).

Ms. Bibbins is an "Aggrieved Employee" under PAGA

As a result of enduring the illegal practices outlined in this letter, Ms. Bibbins is an "aggrieved employee" within the meaning of Labor Code §2699(c). Accordingly, Ms. Bibbins requests that the LWDA conduct an investigation into JSRM's unlawful employment practices and levy against it all civil penalties provided for under PAGA for all violations of the Labor Code suffered by Ms. Bibbins and all other aggrieved current and former exempt employees of JSRM. Alternatively, if the LWDA chooses not to conduct an investigation, Ms. Bibbins requests prompt notice of that fact so that she may commence litigation against JSRM in Santa Clara County Superior Court in order to collect these penalties on behalf of herself and all other aggrieved current and former exempt JSRM employees.

PAGA Penalties for Labor Code Violations
With a Specific Penalty Amount Stated

Pursuant to **Labor Code §2699(a)**, the facts and theories supporting the Labor Code violations alleged by Ms. Bibbins on behalf of herself and all other aggrieved current and former JSRM exempt employees are as follows:

California Labor Code §1102.5(f) Penalties
For Violations of California Labor Code §1102.5(b)
$10,000 payable 100% to the employee who suffers illegal retaliation

Facts and Theories: As described above, by retaliating against Ms. Bibbins for reporting her concerns about discrimination, harassment, and retaliation to JSRM's HR team – who are persons "with authority over" the situation and the "authority to investigate, discover, or correct" her concerns – JSRM has violated Labor Code §1102.5(b), the violation of which triggers a civil penalty under Labor Code §1102.5(f) in the amount of $10,000.00, payable entirely to Ms. Bibbins, plus attorneys' fees. As a result, JSRM is liable for the civil penalties mandated by Labor Code §1102.5(f), plus attorneys' fees, for all violations of Labor Code §1102.5(b) suffered by Ms. Bibbins and all other aggrieved current and former exempt JSRM employees.

PAGA Penalties for Labor Code Violations
Without a Specific Penalty Amount Stated

Pursuant to **Labor Code §2699(f)**, the facts and theories supporting the violations alleged by Ms. Bibbins on behalf of herself and other aggrieved current and former exempt JSRM employees are as follows:

California Labor Code §2699(f)(2) Penalties
For Violation of California Labor Code §558.1
$100 for the first pay period violation and $200 per pay period thereafter, per employee

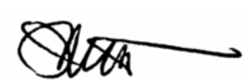
Facts and Theories: As discussed above, JSRM has repeatedly violated Labor Code §2802 with Ms. Bibbins and other aggrieved current and former exempt employees. As a result, JSRM has repeatedly violated Labor Code §558.1 and, thus, is liable for the civil penalties mandated by California Labor Code §2699(f)(2), plus attorneys' fees, for all violations of Labor Code §558.1 suffered by Ms. Bibbins and other aggrieved current and former exempt JSRM employees.

California Labor Code §2699(f)(2) Penalties
For Violation of California Labor Code §2802
$100 for the first pay period violation and $200 per pay period thereafter, per employee

Facts and Theories: As discussed above, by failing to reimburse Ms. Bibbins and other aggrieved current and former exempt employees for his/her/their personal cell phone, accompanying data plan, and home high-speed internet service, JSRM has repeatedly failed to indemnify Ms. Bibbins and other aggrieved current and former exempt employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer," in violation of Labor Code §2802. As a result, JSRM is liable for the civil penalties mandated by Labor Code §2699(f)(2), plus attorneys' fees, for all violations of Labor Code §2802 suffered by Ms. Bibbins and other aggrieved current and former exempt JSRM employees.

Very truly yours,

WORKPLACE LEGAL,
A PROFESSIONAL LAW CORPORATION



Jeffrey S. Sloan, Esq.