

**ARBITRATION
BEFORE HUNTER R. HUGHES III, ARBITRATOR
HUNTER HUGHES ADR**

Naomi Balagot, Joshua Rodriguez, DeAaron Waters, Taylor Vaughan, Necho Hopkins, Kate Hayes, and Jose Mendez, individually and on behalf all others similarly situated,

Claimants,

v.

Squire Technologies, Inc.,

Respondent.

STATEMENT OF CLAIM

INTRODUCTION

Claimants Naomi Balagot, Joshua Rodriguez, DeAaron Waters, Taylor Vaughan, Necho Hopkins, Kate Hayes, and Jose Mendez (“Claimants”), individually and on behalf of all others similarly situated, by and through their attorneys, Outten & Golden LLP, bring this arbitration against Respondent, Squire Technologies, Inc. (“Squire” or “Respondent”), and allege as follows:

PRELIMINARY STATEMENT

1. Claimants seek to recover alleged unpaid overtime compensation for themselves and other similarly situated individuals who worked for Respondent as Inside Sales Employees¹ in New York from December 15, 2017 through April 8, 2024, in California from December 15,

¹ “Inside Sales Employees” refers to any individual who worked for Squire as an exempt-classified Account Executive, Sr. Account Executive, Customer Product Specialist, Customer Support Specialist, Director of Enterprise Sales, Sales Representative, Sales Development Representative, Sr. Sales Development Team Lead, and Lead Acquisition Specialist or similar variations of any of the foregoing.

2019 through April 8, 2024, and in any other state from December 15, 2020 through April 8, 2024 pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*

2. Squire is a leading software technology platform for barbershops.

3. Squire employs Inside Sales Employees to sell its products to new and existing clients, including by prospecting, cold calling, and emailing potential targets and conducting product demonstrations.

4. Inside Sales Employees regularly work significant overtime hours to complete these tasks. However, Squire failed to pay Inside Sales Employees any overtime wages by improperly classifying them as exempt employees.

5. Claimants seek monetary damages on behalf of themselves and other similarly situated Inside Sales Employees for Squire’s violations of the FLSA.

6. Claimant Balagot also brings this action on behalf of herself and other Inside Sales Employees working in California from December 15, 2022 through April 8, 2024 (“PAGA Members”), to recover penalties pursuant to California’s Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* (“PAGA”).

7. Claimant Balagot provided written notice to the California Labor and Workforce Development Agency (“LWDA”) of the legal claims and theories of this case pursuant to Cal. Lab. Code § 2699.3 and to Defendant. The LWDA has not taken any action with regard to the claims, including providing notice of its intent to pursue the claims.

JURISDICTION

8. The Arbitrator has jurisdiction over the claims in this matter pursuant to Section 2 of the parties’ Settlement Agreement and Release.

9. The parties have selected Hunter Hughes, Esq. to serve as Arbitrator in this matter.

THE PARTIES

Claimant Naomi Balagot

10. Claimant Naomi Balagot is a resident of California.
11. Claimant Balagot worked as a Senior Account Executive for Squire from August 2021 to June 2023 remotely in California.
12. Claimant Balagot regularly worked more than 40 hours per week but was not paid overtime compensation for all hours worked in excess of 40 hours in a workweek.
13. Squire was aware or should have been aware that Claimant Balagot performed uncompensated overtime work.
14. Claimant is a covered employee within the meaning of the FLSA.
15. Claimant's written Consent to Join form is attached as **Exhibit A**.

Claimant Joshua Rodriguez

16. Claimant Joshua Rodriguez is a resident of Illinois.
17. Claimant Rodriguez worked as an Account Executive for Squire from May 2022 through September 2022 remotely in Chicago.
18. Claimant Rodriguez regularly worked more than 40 hours per week but was not paid overtime compensation for all hours worked in excess of 40 hours in a workweek.
19. Squire was aware or should have been aware that Claimant Rodriguez performed uncompensated overtime work.
20. Claimant is a covered employee within the meaning of the FLSA.
21. Claimant's written Consent to Join form is attached as **Exhibit B**.

Claimant DeAaron Waters

22. Claimant DeAaron Waters is a resident of California.

23. Claimant Waters worked as an Account Executive from August 2021 through January 2022 remotely in California.

24. Claimant Waters regularly worked more than 40 hours per week but was not paid overtime compensation for all hours worked in excess of 40 hours in a workweek.

25. Squire was aware or should have been aware that Claimant Waters performed uncompensated overtime work.

26. Claimant is a covered employee within the meaning of the FLSA.

27. Claimant's written Consent to Join form is attached as **Exhibit C**.

Claimant Taylor Vaughan

28. Claimant Taylor Vaughan is a resident of California.

29. Claimant Vaughan worked as a Sales Development Representative for Squire from June 2020 through May 2021 remotely in California.

30. Claimant Vaughan regularly worked more than 40 hours per week but was not paid overtime compensation for all hours worked in excess of 40 hours in a workweek.

31. Squire was aware or should have been aware that Claimant Vaughan performed uncompensated overtime work.

32. Claimant is a covered employee within the meaning of the FLSA.

33. Claimant's written Consent to Join form is attached as **Exhibit D**.

Claimant Necho Hopkins

34. Claimant Necho Hopkins is a resident of Illinois.

35. Claimant Hopkins worked as a Sales Development Representative for Squire from December 2021 through May 2022 remotely in California.

36. Claimant Hopkins regularly worked more than 40 hours per week but was not

paid overtime compensation for all hours worked in excess of 40 hours in a workweek.

37. Squire was aware or should have been aware that Claimant Hopkins performed uncompensated overtime work.

38. Claimant is a covered employee within the meaning of the FLSA.

39. Claimant's written Consent to Join form is attached as **Exhibit E**.

Claimant Kate Hayes

40. Claimant Kate Hayes is a resident of Massachusetts.

41. Claimant Hayes worked as a Sales Development Representative for Squire from October 2022 through May 2023 remotely in Massachusetts.

42. Claimant Hayes regularly worked more than 40 hours per week but was not paid overtime compensation for all hours worked in excess of 40 hours in a workweek.

43. Squire was aware or should have been aware that Claimant Hayes performed uncompensated overtime work.

44. Claimant is a covered employee within the meaning of the FLSA.

45. Claimant's written Consent to Join form is attached as **Exhibit F**.

Claimant Jose Mendez

46. Claimant Jose Mendez is a resident of New York.

47. Claimant Mendez worked as a Sales Development Representative for Squire from June 2022 through April 2023 remotely in New York, Texas, and Puerto Rico.

48. Claimant Mendez regularly worked more than 40 hours per week but was not paid overtime compensation for all hours worked in excess of 40 hours in a workweek.

49. Squire was aware or should have been aware that Claimant Mendez performed uncompensated overtime work.

50. Claimant is a covered employee within the meaning of the FLSA.
51. Claimant's written Consent to Join form is attached as **Exhibit G**.

Respondent Squire

52. Respondent Squire is a leading software technology platform for barbershops.
53. Squire employs Inside Sales Employees to sell its products to new and existing clients, including by prospecting, cold calling, and emailing potential targets and conducting product demonstrations.
54. Inside Sales Employees regularly work significant overtime hours to complete these tasks. However, Squire failed to pay Inside Sales Employees any overtime wages by classifying them as exempt employees.
55. Throughout the relevant period, Respondent has been a covered employer within the meaning of the FLSA.
56. At all times relevant, Squire maintained control, oversight, and direction over Claimants and similarly situated employees, including with respect to overtime compensation, and other employment practices that applied to them.
57. Squire applied the same employment policies, practices, and procedures to all Inside Sales Employees, including policies, practices, and procedures with respect to the payment of overtime compensation.
58. On information and belief, throughout the relevant period, Respondent's annual gross volume of sales made or business done was not less than \$500,000.

FLSA COLLECTIVE ACTION ALLEGATIONS

59. Under the FLSA, 29 U.S.C. § 216(b), Claimants bring the First Cause of Action on behalf of themselves and all similarly situated current and former Squire employees who

worked as Inside Sales Employees in New York from December 15, 2017 through April 8, 2024, in California from December 15, 2019 through April 8, 2024, and in any other state from December 15, 2020 through April 8, 2024 (the “FLSA Collective”).

60. Squire is liable under the FLSA for failing to compensate Claimants and other similarly situated Inside Sales Employees for all overtime hours worked in excess of 40 in a workweek.

61. Consistent with Squire’s policy and pattern or practice of misclassifying Inside Sales Employees as exempt employees, Claimants and members of the FLSA Collective were not paid proper overtime compensation and performed unpaid overtime work for Squire’s benefit.

62. All the work that Claimants and the FLSA Collective have performed has been assigned by Squire and/or Squire has been aware of all the work that Claimants and FLSA Collective have performed.

63. As part of its regular business practice, Squire has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Claimants and the FLSA Collective. This policy and pattern or practice includes, but is not limited to, willfully failing to pay Claimants and the members of the FLSA Collective overtime for all hours that they worked in excess of 40 hours per workweek.

64. Squire is aware or should have been aware that federal law required it to pay employees, including Claimants and members of the FLSA Collective, proper overtime premium for all hours worked in excess of 40 per workweek.

65. Squire’s unlawful conduct has been widespread, repeated, and consistent.

66. Similarly situated current and former Inside Sales Employees are known to

Squire, are readily identifiable, and can be located through Squire's records.

FACTUAL ALLEGATIONS

67. Claimants and Inside Sales Employees' primary duties were non-exempt duties.

68. Throughout their employment, Claimants and Inside Sales Employees worked more than 40 hours per workweek and 8 hours per workday.

69. Squire was aware that Claimants and the Inside Sales Employees worked more than 40 hours per workweek and 8 hours per workday, yet Squire failed to pay them any overtime compensation.

70. Squire did not keep accurate records of hours worked by Claimants. That is, Claimants' hours were not accurately recorded on pay stubs, and Claimants were never required to clock in or out, or otherwise record their time.

71. All the work Claimants and the Inside Sales Employees performed was assigned by Squire and Squire was aware that Claimants and the Inside Sales Employees worked overtime hours.

72. Squire failed to pay Claimants and Inside Sales Employees time and one-half for all hours worked over 40 in a workweek in violation of the FLSA and New York law, and for all hours worked over 8 hours in a workday in violation of California state law.

73. Squire's policy and pattern or practice includes but is not limited to:

- a. Misclassifying Claimants and the Inside Sales Employees as exempt from federal and state overtime laws;
- b. Failing to record the time that Claimants and the Inside Sales Employees worked for the benefit of Squire;
- c. Failing to keep payroll records as required by the FLSA and state overtime

laws;

d. Failing to timely pay wages as required by the FLSA and state overtime laws; and

e. Failing to pay Claimants and Inside Sales Employees overtime wages for all the overtime hours they worked.

74. Squire was or should have been aware that the FLSA and New York law require it to pay their Inside Sales Employees overtime compensation for all hours worked in excess of 40 per week, and for all hours worked over 8 in a workday for Inside Sales Employees employed in California.

FIRST CAUSE OF ACTION

Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*

On behalf of Claimants and the FLSA Collective

75. Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

76. Respondent engaged in a widespread pattern, policy, and practice of violating the FLSA, as detailed in this Statement of Claim.

77. At all times relevant, Claimants and the members of the FLSA Collective were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

78. The overtime wage provisions set forth in the FLSA apply to Respondent and protect Claimants and the FLSA Collective.

79. Respondent was an employer engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

80. At all times relevant, Claimants and the members of the FLSA Collective were or

have been employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

81. Respondent employed Claimants and the members of the FLSA Collective as an employer.

82. Respondent failed to pay Claimants and the members of the FLSA Collective the overtime wages to which they are entitled under the FLSA.

83. Respondent's violations of the FLSA, as described in this Statement of Claim, have been willful and intentional.

84. Respondent did not make a good faith effort to comply with the FLSA with respect to their compensation of Claimants and the members of the FLSA Collective.

85. Because Respondent's violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

86. As a result of Respondent's violations of the FLSA, Claimants and the members of the FLSA Collective have suffered damages by being denied overtime wages in accordance with the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

SECOND CAUSE OF ACTION

NYLL Art. 6, § 195(3)

Failure to Provide Complete and Accurate Wage Statements (On Behalf of Claimant Mendez Individually)

87. Claimant Mendez realleges and incorporates by reference herein all allegations in all preceding paragraphs.

88. Squire failed to supply Claimant Mendez with accurate wage statements, pursuant to NYLL § 195(3).

89. Due to Squire's violations, Claimant Mendez is entitled to damages of two-hundred

fifty dollars and zero cents (\$250.00) for each workday that Squire failed to provide accurate wages statements, not to exceed five-thousand dollars and zero cents (\$5,000.00), pursuant to NYLL § 198(1-d), as well as reasonable attorneys' fees, cost, and injunctive and declaratory relief.

THIRD CAUSE OF ACTION
NYLL Art. 6, § 195(1)(a)
Failure to Provide Proper Wage Notices
(On Behalf of Claimant Mendez Individually)

90. Claimant Mendez realleges and incorporates by reference herein all allegations in all preceding paragraphs.

91. Squire failed to provide Claimant Mendez proper wage notices, pursuant to NYLL § 195(1)(a).

92. Due to Squire's violations, Claimant Mendez is entitled to damages of fifty dollars and zero cents (\$50.00) for each workday that Squire failed to provide a wage notice, not to exceed five-thousand dollars and zero cents (\$5,000.00), pursuant to NYLL § 198(1-b), as well as reasonable attorneys' fees, costs, and injunctive and declaratory relief.

FOURTH CAUSE OF ACTION
California Wage Laws – Overtime Wages
California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194
(Brought by Claimants Balagot, Waters, and Vaughan Individually)

93. Claimants Balagot, Waters, and Vaughan reallege and incorporate by reference all allegations in all preceding paragraphs.

94. California law requires employers, such as Squire, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day, and to pay double the regular rate of pay for work performed in excess of 12 hours per day.

95. Claimants Balagot, Waters, and Vaughan were non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

96. At all relevant times, Claimants Balagot, Waters, and Vaughan worked in excess

of 40 hours in a workweek, in excess of 8 hours in a workday, and in excess of 12 hours in a workday.

97. At all relevant times, Respondent failed to pay Claimants Balagot, Waters, and Vaughan proper overtime compensation for all of their overtime hours worked.

98. As a direct and proximate result of Respondent's conduct, as set forth herein, Claimants Balagot, Waters, and Vaughan have sustained damages, including loss of earnings for hours of overtime worked for the benefit of Respondent in an amount to be established at arbitration, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable laws.

FIFTH CAUSE OF ACTION

California Wage Laws – Wage Statement Violations

California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226, 1174, & 1174.5 (Brought by Claimants Balagot, Waters, and Vaughan Individually)

99. Claimants Balagot, Waters, and Vaughan reallege and incorporate by reference all allegations in all preceding paragraphs.

100. Respondent failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to Claimant Balagot, Waters, and Vaughan in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure caused injury to Claimant Balagot, Waters, and Vaughan, by, among other things, impeding them from knowing the amount of wages to which they were entitled. At all times relevant herein, Respondent has failed to maintain accurate records of hours worked by Claimant Balagot, Waters, and Vaughan as required under Labor Code § 1174(d).

101. Claimants Balagot, Waters, and Vaughan are entitled to and seek remedies under California Labor Code §§ 226(a) and 1174(d), including but not limited to the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or

fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay.

SIXTH CAUSE OF ACTION
California Wage Laws – Wage Payment Provisions
Cal. Lab. Code §§ 201, 202, & 203
(Brought by Claimants Balagot, Waters, and Vaughan Individually)

102. Claimants Balagot, Waters, and Vaughan reallege and incorporate by reference all allegations in all preceding paragraphs.

103. California Labor Code §§ 201 and 202 require Respondent to pay their employees all wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

104. Claimants Balagot, Waters, and Vaughan, who have ceased employment with Respondent, are entitled to unpaid compensation, but to date have not received such compensation.

105. More than thirty (30) days have passed since Claimants Balagot, Waters, and Vaughan left Respondent's employ.

106. Claimants Balagot, Waters, and Vaughan seek waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other relief as the Arbitrator deems just and proper.

SEVENTH CAUSE OF ACTION
California Wage Laws – Unfair Competition
California Business & Professions Code §§ 17200, *et seq.*
(Brought by Claimants Balagot, Waters, and Vaughan Individually)

107. Claimants Balagot, Waters, and Vaughan reallege and incorporate by reference all allegations in all preceding paragraphs.

108. The foregoing conduct, as alleged, violates the California Unfair Competition Law (“UCL”). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

109. Beginning at a date unknown to Claimants Balagot, Waters, and Vaughan, prior to the filing of this action, Respondent committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Respondent’s conduct as alleged herein has injured Claimants Balagot, Waters, and Vaughan by denying them earned wages, and therefore was injurious to them.

110. Respondent engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
- b. Cal. Lab. Code §§ 201-204;
- c. Cal. Lab. Code § 226; and
- d. Cal. Lab. Code § 510.

111. Respondent’s course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. Respondent’s conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

112. The unlawful and unfair business practices and acts of Respondent, described above, have injured Claimants Balagot, Waters, and Vaughan in that they were denied the payment of earned overtime wages.

113. Claimants Balagot, Waters, and Vaughan seek recovery of attorneys’ fees and costs

of this action to be paid by Respondent, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194. Claimants Balagot, Waters, and Vaughan seek restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

EIGHTH CAUSE OF ACTION
Private Attorneys General Act
Cal. Lab. Code §§ 2698, *et seq.*
(Brought by Claimant Balagot, on Behalf of PAGA Members)

114. Claimant Balagot, on behalf of herself and all PAGA Members, realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

115. Claimant Balagot is a PAGA Member, as she was employed by Respondent during the applicable period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, she seeks to recover on behalf of herself and all other PAGA Members, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

116. Claimant Balagot seeks civil penalties pursuant to PAGA for violations of the following California Labor Code provisions:

- a. Failure to pay overtime wages in violation of California Labor Code §§510, 558, 1994, and 1998 and Wage Order Nos. 4-2001 and 7-2001;
- b. Failure to provide itemized wage statements in violation of California Labor Code §§226 and 226.3;
- c. Failure to provide prompt payment of wages during employment and upon termination and resignation in violation of California Labor Code §§201, 202, 203, and 204;

- d. Failure to provide adequate and timely meal breaks in violation of California Labor Code §226.7; and
- e. Failure to reimburse business expenses in violation of California Labor Code §2802.

PRAYER FOR RELIEF

WHEREFORE, Claimants, individually and on behalf of all other similarly situated persons as to the FLSA and on behalf of Aggrieved Employees as to the PAGA claims, pray for the following relief:

- A. Unpaid overtime pay, and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor regulations;
- B. Pre-judgment and post-judgment interest as provided by law;
- C. A reasonable service award for Claimants to compensate them for the time and effort spent attempting to recover wages for members of the FLSA Collective and for the risks undertaken;
- D. Reasonable attorneys' fees and costs, including the costs of this arbitration;
- E. Civil penalties provided, per violation, under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*; and
- F. Such other relief as the Arbitrator deems just and proper.

Dated: September 6, 2024
New York, New York

Respectfully submitted,

By: /s/ Melissa L. Stewart
Melissa L. Stewart
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Counsel for Claimants and the FLSA Collective

Exhibit A

ARBITRATION
BEFORE HUNTER R. HUGHES III, ARBITRATOR
HUNTER HUGHES ADR

Naomi Balagot, Joshua Rodriguez, DeAaron Waters, Taylor Vaughan, Necho Hopkins, Kate Hayes, and Jose Mendez, individually and on behalf all others similarly situated,

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v.

Squire Technologies, Inc.,

Respondent.

CONSENT TO BE A PARTY PLAINTIFF

1. I hereby consent to be a party plaintiff in an action against Squire Technologies, Inc. (“Defendant”) and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court or arbitrator, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



Signature

08/29/2024

Date

Address 2320 Westcliffe Ln. #9 Walnut Creek, CA 94597

naomi.balagot@gmail.com

Email:

Naomi Balagot

Print Name

415.471.9507

Phone:

Exhibit B

**ARBITRATION
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3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.

	08/29/2024	Address	2333 w. Saint Paul ave
Signature	Date		Moran.j.a1989@gmail.com
		Email:	
Joshua Rodriguez			773-266-2444
Print Name		Phone:	

Exhibit C

**ARBITRATION
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	08/29/2024	Address	7276 Cromwell Way
Signature	Date		Sacramento, CA 95822
		Email:	
DeAaron Waters			(916) 664-7092
Print Name		Phone:	

Exhibit D

**ARBITRATION
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3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.

	08/29/2024	Address 2223 falcon ridge lane, Los Osos, Ca 93402
Signature	Date	taylorharvell@gmail.com
		Email:
Taylor Vaughan		805-234-7732
Print Name		Phone:

Exhibit E

**ARBITRATION
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3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



Signature

09/03/2024

Date

Address 7449 S Champlain Ave Chicago IL 60619

Nechohopkins@gmail.com

Email:

Necho Hopkins

Print Name

708-595-8017

Phone:

Exhibit F

**ARBITRATION
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3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



Signature

08/29/2024

Date

Address 774 tourmaline street San Diego 92109

Katenhayes@yahoo.com

Email:

Kate Hayes

Print Name

3392343091

Phone:

Exhibit G

**ARBITRATION
BEFORE HUNTER R. HUGHES III, ARBITRATOR
HUNTER HUGHES ADR**

Naomi Balagot, Joshua Rodriguez, DeAaron Waters, Taylor Vaughan, Necho Hopkins, Kate Hayes, and Jose Mendez, individually and on behalf all others similarly situated,

Claimants,

v.

Squire Technologies, Inc.,

Respondent.

CONSENT TO BE A PARTY PLAINTIFF

1. I hereby consent to be a party plaintiff in an action against Squire Technologies, Inc. (“Defendant”) and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court or arbitrator, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



Signature

08/29/2024

Date

Address 655 Wehrle DR Buffalo NY 14225

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Email:

Jose Mendez

Print Name

7162916176

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