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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
10/27/2025 3:38 PM
By: Stephanie Garcia, DEPUTY

Attorneys for PLAINTIFF, JONATHAN IGO, and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNADINO – CIVIL DIVISION

JONATHAN IGO,

Plaintiff,

vs.

PACIFIC DERMATOLOGY INSTITUTE, INC., a California corporation, and DOES 1 to 100, inclusive,

Defendants.

Case No.: CIVSB2531665

PAGA-ONLY ACTION

COMPLAINT FOR CIVIL PENALTIES PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [LABOR CODE § 2698, *et seq.*] ON BEHALF OF THE STATE OF CALIFORNIA AND ALL AGGRIEVED EMPLOYEES FOR:

1. **Violations of Labor Code § 204;**
2. **Failure to Timely Furnish Accurate Wage Statements, in Violation of Labor Code § 226(a); and**
3. **Failure to Reimburse All Necessary Business Expenditures, in Violation of Labor Code § 2802.**

Plaintiff Jonathan Igo ("Plaintiff" or "Mr. Igo"), on behalf of the State of California and all other aggrieved employees, hereby complains and alleges as follows against Defendants Pacific Dermatology Institute, Inc. ("PDI"), and DOES 1 to 100, inclusive (collectively, "Defendants"). Plaintiff is informed and believes, and on that basis alleges:

NATURE OF ACTION

1. This is a representative action seeking recovery of civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §2698, *et seq.* for Labor Code violations that include unpaid wages, failure to timely furnish accurate wage statements, and failure to reimburse all necessary business expenditures.

2. PAGA permits aggrieved employees to bring a lawsuit as a representative action on behalf of themselves and other aggrieved current and former employees to recover civil penalties for Defendants' violation of the Labor Code.

3. The acts complained of herein occurred, occur, and will occur, at least in part, within the period of one (1) year preceding the filing of the June 29, 2024, PAGA notice, up to and through the time of trial for this matter, although this should not automatically be considered the statute of limitations for any cause of action herein.

4. Plaintiff alleges that the group of aggrieved employees in this action includes providers or any similar job title or job duties as the named Plaintiff.

5. Such policies and practices, as described herein, violate the Labor Code, and therefore trigger civil penalties under Labor Code section 2699 (f). As such, Plaintiff, on behalf of the State of California and all other aggrieved employees, brings this representative PAGA action for Defendants' violations of the Labor Code, seeking penalties for the violation alleged herein, reasonable attorney's fees and costs, and other relief as deemed proper.

PARTIES

6. Plaintiff Jonathan Igo, at all relevant times, was at all times mentioned in this Complaint, an individual residing in San Diego County, California. From October 1, 2019, through his voluntary termination effective on or about August 21, 2024, Mr. Igo was employed by Employer Defendants as a Nurse Practitioner.

SANSANOWICZ LAW GROUP, P.C.
Attorneys at Law

7. Defendant PDI is, and at all times relevant was, a California corporation that Employed Plaintiff and others in California, with a principal place of business located at 101 E. Redlands Boulevard, Suite 284, Redlands, CA 92373. At all relevant times herein, PDI employed more than five individuals in California

8. Plaintiff is currently unaware of the true names of the Defendants sued herein as Does 1 through 100, inclusive. Plaintiff sues said Defendants by said fictitious names and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named Defendants is in some manner responsible for the events and allegations set forth in this complaint. Plaintiff is informed and believes, and thereon alleges, that Does 1 through 100 are the partners, joint employers, agents, owners, shareholders, directors, members, officers, managers, or employees of PDI. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, each defendant was an employer, principal, agent, manager, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. Plaintiff is informed and believes, and thereon alleges, that each defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each defendant did, knew or should have known about, authorized, ratified, adopted, approved, controlled, or aided and abetted the conduct of all other Defendants, which proximately caused the damages herein alleged. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, willfully or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

9. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or it attributable to PDI and/or Does 1 through 100, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,

each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts and any and all Defendants were in accordance with, and represent, the official policies and practices of PDI.

10. PDI and the business entities sued as Does 1 through 100 were and are Plaintiff's employer. Under California law, Defendants are jointly and severally liable as employers, or other persons acting on behalf of Defendants, for violating, or causing to be violated, the violations alleged herein because they have each exercised sufficient control over the terms, wages, hours, working conditions, and employment of Plaintiff. Each Defendant had the power to hire and fire Plaintiff and other employees, supervise and control their work schedule and/or conditions of employment, determine their rate of pay and/or control how, or if, Plaintiff and other employees were paid for time worked. At all times, Defendants retained the right to control all necessary business operations, and in fact exercised pervasive control over such operations. Defendants suffered or permitted Plaintiff to work and/or engaged Plaintiff and other so as to create a common law employment relationship. As joint employers of Plaintiff, Defendants are jointly and severally liable for the penalties and all other relief available to Plaintiff as alleged herein.

JURISDICTION AND VENUE

11. Jurisdiction for this matter lies properly with this Court because the monetary damages and restitution sought by Plaintiff exceed the minimal limits of the Superior Court and will be established according to proof at trial. This Court also has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10.

12. This Court also has jurisdiction in this matter because during her employment, Plaintiff was a California citizen and there is no federal question at issue, as the issues herein are solely based on California law and statutes.

13. Venue is proper in this Court because Defendants employ persons, including Mr. Igo, in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county. (CCP § 395.) Moreover, the principal violations of California law occurred in California, and the conduct of Defendants which form the basis for Plaintiff's claims

occurred within or arose out of California and within this county.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

14. Plaintiff exhausted his administrative remedies by timely filing a PAGA notice on June 29, 2024, with the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, and by serving such notice via certified mail on June 29, 2024, to PDI and their legal counsel. Plaintiff's initial PAGA notice is attached hereto as **Exhibit A**.

15. Plaintiff thereafter filed an amended PAGA notice on April 8, 2025, that related back to the initial filing. Plaintiff's Amended PAGA notice is attached hereto as **Exhibit B**.

16. Plaintiff and PDI entered into a tolling agreement effective June 13, 2025, mutually agreeing to toll any statute of limitations for the filing of a civil complaint for this PAGA action for sixty (90) days from June 13, 2025, through and including September 11, 2025. A copy of the initial tolling agreement is attached hereto as **Exhibit C**.

17. Plaintiff and PDI then executed a first amended tolling agreement on August 18, 2025, mutually agreeing to toll any statute of limitations for the filing of a civil complaint for this PAGA action for an additional one hundred and twenty (120) days beyond the agreed upon September 11, 2025, expiration date in the initial tolling agreement, thereby extending the tolling period to January 9, 2026. A copy of the first amended tolling agreement is attached hereto as **Exhibit D**.

CAUSES OF ACTION

CIVIL PENALTIES PURSUANT TO LABOR CODE §2699

(On behalf of the Aggrieved Employees)

(Against All Defendants)

18. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 17, inclusive, as it fully set forth herein.

A. VIOLATION OF LABOR CODE § 204

19. Labor Code section 204(a) states in pertinent part. "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are

due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

20. Labor Code section 204(b)(1) provides, "Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

21. Plaintiff and other aggrieved employees earned, and therefore were entitled to, additional compensation to their base salaries known as "production pay." This bonus and/or commission style payment was contingent on the work performed by the aggrieved employees and a formula calculated by Defendants. Plaintiff alleges that Defendants failed to accurately calculate, and therefore underpaid, Plaintiff and other aggrieved employees for the production pay they earned according to contract.

22. Defendants' failure to pay the complete production pay remuneration each pay period in which it was earned and/or calculated for pay caused Defendants to violate Labor Code section 204, as Defendants failed to pay all wages due during the relevant pay periods.

23. Because of the above practices, Defendants, as a matter of established company policy, did not always pay the aggrieved employees all earned wages due to them on the designated paydays.

24. Pursuant to Labor Code section 2699(k)(1), Plaintiff requests the Court award reasonable attorney's fees and costs incurred in this action.

B. FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

25. Labor Code section 226(a) states in pertinent part, "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her own employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in

writing showing (1) gross wages earned. . . [and] (5) net wages earned. . .”

26. Because of the above pay practices, and pursuant to Labor Code section 226(a), Defendants did not furnish Plaintiff and other aggrieved employees with accurate itemized wage statements in writing showing (1) gross wages and (5) net wages earned each pay period.

27. As set forth herein in prior causes of action, Defendants failed to pay aggrieved employees all wages due and owing, which led Defendants to issue inaccurate wage statements.

28. Defendants’ failure to provide accurate wage statements was knowing and intentional and not inadvertent.

29. Defendants’ failure to provide accurate wage statements prevented Plaintiff and other aggrieved employees from accurately determining the extent of the underpayment of wages to them by Defendants.

30. Pursuant to *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 784-785, aggrieved employees are permitted to recover PAGA penalties without needing to prove the “injury” and “knowing and intentional” elements of a Labor Code section 226(a) violation.

31. Pursuant to Labor Code section 2699(k)(1), Plaintiff requests the Court award reasonable attorney’s fees and costs incurred in this action.

C. FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES

32. Labor Code section 2802(a) provides, “an employer shall indemnify his or her employee 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.”

33. Labor Code section 2804 provides, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

34. Defendants required Plaintiff and other aggrieved employees, as a matter of uniform policy and/or procedure, to use their personal cell phones and cell phone plans to perform work duties for Defendants, including but not limited to communicating with Defendants’ managers and other employees via text messages and/or electronic mail.

35. Defendants were thus required to reimburse the aggrieved employees for all necessary expenditures at a reasonable rate. However, Defendants failed to reimburse Plaintiff and other aggrieved employees for the use of their personal cell phones and cell phone plans.

36. Defendants' pattern, practice, and uniform administration of corporate policy regarding reimbursement for necessary business expenditures as described herein in unlawful.

37. Pursuant to Labor Code section 2699(k)(1), Plaintiff requests the Court award reasonable attorney's fees and costs incurred in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for:

As to the First Cause of Action for Civil Penalties:

a. For civil penalties pursuant to Labor Code section 2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code or for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

b. For civil penalties under Labor Code section 210, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation, plus 25 percent of the amount unlawfully withheld;

c. For civil penalties per Labor Code section 226.3, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of $250 for each aggrieved employee per pay period in an initial citation, and $1,000 for each aggrieved employee per pay period in a subsequent citation;

d. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 2699(k)(1) and any other applicable statute;

e. For injunctive relief; and

f. For such relief as this Court may deem just and proper.

///

///

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a jury trial on the claims so triable.

Dated: October 17, 2025

SANSANOWICZ LAW GROUP, P.C.

By

Leonard H. Sansanowicz, Esq.
Alexander S. Bressler, Esq.
Attorneys for Plaintiff Johnathan Igo

EXHIBIT A

SLG
SANSANOWICZ
LAW GROUP, P.C.
21031 Ventura Boulevard, Suite 701 | Woodland Hills, CA 91364
Tel: (818) 639-8510 | Fax: (818) 639-8511 | leonard@law-slg.com

June 29, 2024

VIA ELECTRONIC FILING

Filed electronically with the Labor and Workforce Development Agency ("LWDA")

Re: Pacific Dermatology Institute, Inc. (hereinafter, the "Employer")

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

To: The PAGA Administrator, the LWDA, and the Employer

From: Jonathan Igo (hereinafter, the "Employee"), who was subjected to the Labor Code violations set forth below.

Jonathan Igo, through his counsel, submits this PAGA Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a)/(c), and alleges the facts and theories to support the below alleged violations:

During the applicable period, Employer employed Employee and similarly aggrieved employees as non-exempt employees in California. Employee was a nurse practitioner, which was a non-exempt position. During this period, Employer utilized consistent policies and procedures regarding Employee and all other aggrieved employees, as follows:

First, Employee and all other aggrieved employees performed work for Employer or were subject to Employer's control outside of their normal work location and/or work hours, which was time for which they were not compensated ("off-the-clock" time). As such, Employer failed to pay Employee and all other aggrieved employees at least minimum wage for all hours worked, and failed to pay all straight time wages, for the time Employee and all other aggrieved employees were subject, as stated, to Employer's control, in violation of Labor Code §§ 1194, 1197 and 1198, and Employer owes civil penalties pursuant to Labor Code §§ 1197.1, and/or 2699(f).

Second, as a result of the above practices, Employer required Employee and other aggrieved employees to work many overtime hours but did not pay them overtime premium wages for this time, in violation of Labor Code §§ 510 and 1194, and therefore owes civil penalties pursuant to Labor Code §§ 558 and/or 2699(f).

Third, Employer failed to provide Employee and other aggrieved employees timely and otherwise legally compliant meal periods, as Employee and other aggrieved employees did not always receive full thirty-minute uninterrupted meal periods within the first five hours of their shift, or even at all. As such, Employee and other aggrieved employees worked over five hours but were not provided all legally compliant meal periods. Moreover, if aggrieved employees worked over ten hours

Employer did not provide all legally compliant second meal periods. Employer did not always pay meal period premium wages for these violations. As such, Employer violated Labor Code §§ 226.7, 512 and 516, and owes civil penalties pursuant to Labor Code §§ 2699(f) and/or 558.

Fourth, Employer failed to authorize and permit and therefore provide Employee and other aggrieved employees paid rest periods, as Employee and other aggrieved employees did not always receive full ten-minute uninterrupted rest periods within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof including when Employee and other aggrieved employees worked over ten hours (if Employee or other aggrieved employees worked shifts totaling 3.5-6 hours, 6-10 hours, or 10-14 hours in length). Employer did not always pay rest period premium wages for these violations. As such, Employer violated Labor Code §§ 226.7 and 516, and owes civil penalties pursuant to Labor Code § 2699(f).

Fifth, because of the above pay policies and/or practices, Employer failed to pay Employee and other aggrieved employees all earned wages due to them either weekly, biweekly, or twice monthly, in violation of Labor Code § 204. As such, Employer owes civil penalties pursuant to Labor Code §§ 210 and/or 2699(f).

Sixth, because of the above pay policies and/or practices, Employer failed to include all required information on the wage statements of Employee and other aggrieved Employee, including but not limited to total hours worked, all gross wages earned, and all net wages earned, and therefore Employer owes civil penalties pursuant to Labor Code §§ 226.3 and/or 2699(f).

Seventh, Employer required Employee and other aggrieved employees to personally incur necessary business expenditures in direct consequence of the discharge of the employee's job duties for which Employer should have indemnified them. Specifically, Employer required Employee and other aggrieved employees to use their own cell phones and cell phone plans to perform work duties for Employer, including but not limited to communicating with Employer's managers or other employees via text messages and/or electronic mails, in violation of Labor Code § 2802. As such, Employer owes civil penalties pursuant to Labor Code § 2699(f).

Pursuant to Labor Code §2699.3(c)(2)(A), Employer may cure some of the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark and filing date of this notice that the LWDA intends to investigate the allegations subject to cure and/or a notice from Employer that the alleged violations have been cured, and/or if the alleged violations are not cured, then Employee may immediately thereafter commence a civil action against Employer, pursuant to Labor Code § 2699. Please advise within sixty-five (65) calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

This letter clearly sets forth Employee's grievances and proposed remedies, pursuant to the Labor Code, PAGA and otherwise, as set forth above. Employee wishes to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. Employee gives

Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet Employee's demands and settle this dispute.

Thank you for your consideration.

Very Truly Yours,

Leonard H. Sansanowicz

cc (via certified mail): 7019-2280-0001-8023-7345, Pacific Dermatology Institute, Inc., c/o Bradley Mudge, Agent for Service of Process, 101 E. Redlands Boulevard, Suite 284, Redlands, CA 92373

7019 2280 0001 8023 7345

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Redlands, CA 92373

OFFICIAL USE

Certified Mail Fee $	$4.40	0210 73
Extra Services & Fees *(check box, add fee as appropriate)*	$3.65	
☐ Return Receipt (hardcopy)	$ $0.00	
☐ Return Receipt (electronic)	$ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery	$ $0.00	
☐ Adult Signature Required	$ $0.00	
☐ Adult Signature Restricted Delivery	$	
Postage $	$0.68	WOODLAND HILLS CA 91367 JUN 29 2024 USPS 91367-9998
Total Postage and Fees $	$8.73	06/29/2024

Sent To Bradley Mudge/Pac. Derm. Institute, Inc.
Street and Apt. No., or PO Box No. 101 Redlands Boulevard, Suite 284
City, State, ZIP+4® Redlands, CA 92373

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bradley Mudge
Agent for Service for
Pacific Dermatology Institute, Inc
101 Redlands Blvd, Suite 284
Redlands, CA 92373

9590 9402 6117 0209 0731 63

2. Article Number *(Transfer from service label)*

7019 2280 0001 8023 7345

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT B

SLG SANSANOWICZ LAW GROUP
21031 Ventura Blvd., Suite 701, Woodland Hills, CA 91364
Tel: (818) 639-8510 | Fax: (818) 639-8511 | leonard@law-slg.com | www.law-slg.com

April 8, 2025

VIA ELECTRONIC FILING

Filed electronically with the Labor and Workforce Development Agency ("LWDA")

Re: Pacific Dermatology Institute, Inc. (hereinafter, the "Employer")

AMENDED **NOTICE OF LABOR CODE VIOLATIONS, LABOR CODE §2699.3**

To: The PAGA Administrator, the LWDA, and the Employer

From: Jonathan Igo (hereinafter, the "Employee"), who was subjected to the Labor Code violations set forth below.

Jonathan Igo, through his counsel, submits this Amended PAGA Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a)/(c), and alleges the facts and theories to support the below alleged violations. This Notice relates back to the Notice that Employee submitted on June 29, 2024, LWDA Case No. LWDA-CM-1037170-24.

During the applicable period, Employer employed Employee and similarly aggrieved employees in California and utilized consistent policies and procedures regarding Employee and all other aggrieved employees, as follows:

First, Employer failed to pay Employee and other aggrieved employees all earned wages due to them weekly, biweekly, or twice monthly, in violation of Labor Code §§ 200 and 204. Specifically, in Employee's case, he and other aggrieved employees were not paid the commission wages they had earned during the pay periods in which the commission wages had been earned, or at all. Further, Employee and other aggrieved employees were not paid all their regular salary and/or hourly wages each pay period. Such conduct was willful and/or intentional, and therefore Employer owes civil penalties pursuant to Labor Code § 2699(f).

Second, Employer failed to include all required information on the wage statements of Employee and other aggrieved Employee, including but not limited to total hours worked, all gross wages earned, and all net wages earned. Employee and other aggrieved employees could not promptly and easily determine from the wage statement alone the accurate information specified by Labor Code § 226, subdivision (a). Such conduct was knowing and/or intentional, and therefore Employer owes civil penalties pursuant to Labor Code § 2699(f).

Third, Employer required Employee and other aggrieved employees to personally incur necessary business expenditures in direct consequence of the discharge of the employee's job duties for which Employer should have indemnified them. Specifically, Employer required Employee and other aggrieved employees to use their own cell phones and cell phone plans to perform work duties for Employer, including but not limited to communicating with Employer's managers or other employees via text messages and/or electronic mails, in violation of Labor Code § 2802. As such, Employer owes civil penalties pursuant to Labor Code § 2699(f).

Pursuant to Labor Code §2699.3(c)(2)(A), if Employer employed fewer than 100 employees during the relevant period it may submit to the LWDA a confidential proposal to cure one or more of the alleged violations within thirty-three (33) calendar days of the postmark date of this notice specifying which alleged violation it proposes to cure, provided that the Employer has not availed itself of the cure process more than once in the 12 months prior to this notice. If such proposed cure is facially sufficient, the LWDA may set a conference with the parties within 14 days after receipt of the proposal.

We understand that if within sixty-five (65) calendar days of the postmark and filing date of this amended notice we do not receive a response that either (a) the LWDA has received a cure proposal from the Employer and has not set a conference with the parties, (b) the agency has received a cure proposal from the Employer and has determined the proposal is not facially sufficient, (c) the agency has received a cure proposal from the Employer and has decided not to act on the Employer's cure proposal; (d) the agency has received a cure proposal from the Employer, the Employer has completed the cure process, and the agency has verified the cure is complete; or (e) the agency intends to investigate the allegations in this notice, then Employee may immediately thereafter commence a civil action against Employer, pursuant to Labor Code § 2699. Please advise within sixty-five (65) calendar days of the postmark date of this notice if any of the above has occurred.

This letter clearly sets forth Employee's grievances and proposed remedies, pursuant to the Labor Code, PAGA and otherwise, as set forth above. Employee wishes to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. Employee gives Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet Employee's demands and settle this dispute.

Thank you for your consideration.

Very Truly Yours,

Leonard H. Sansanowicz

cc (via certified mail): 7020-1810-0000-5881-8038, Pacific Dermatology Institute, Inc., c/o Jeffrey R. Thurrell, Esq., Fisher & Phillips LLP, 2050 Main Street, Suite 1000, Irvine, CA 92614

EXHIBIT C

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is made and entered into as of June 13, 2025, by and between Jonahtan Igo ("Plaintiff") and Pacific Dermatology Institute, Inc. ("PDI") and Bradley Mudge, M.D. ("Mudge") (collectively, "Defendants").

WHEREAS, a dispute has arisen between Plaintiff and Defendants;

WHEREAS, Plaintiff and Defendants have been involved in discussions and negotiations to potentially resolve the dispute without the necessity and expense of litigation;

WHEREAS, the discussions between Plaintiff and Defendants may not be concluded before the expiration of the statute of limitations of at least some of Plaintiffs' rights;

WHEREAS, the Parties have not yet agreed to private mediation but are exchanging information and documents informally in a process which may lead to mediation;

WHEREAS, Plaintiff has exhausted his requirement to file notice with the Labor and Workforce Development Agency ("LWDA") regarding his intent to file a civil action for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") and the statutory period for the LWDA to provide notice of its intent to investigate has now passed;

WHEREAS, the Parties wish to allow sufficient time for discussions and/or negotiations to occur before Plaintiff files a PAGA civil action;

THEREFORE, Plaintiff and Defendants agree by and through their counsel to toll any applicable statute of limitations until ninety (90) days after the effective date of this Agreement to allow the Parties to continue discussions and negotiations before Plaintiff files a civil lawsuit. The terms and conditions of the Agreement are as follows:

1. Scope of Agreement/No Admission of Liability. This Agreement operates to toll any and all statutes of limitations and time constraints imposed by law on Plaintiff's claims. This Agreement shall not be construed as an admission of liability or be offered in evidence in any proceeding other than to prove that any applicable statute of limitations were tolled during the Tolling Period.

2. Tolling Period. This Agreement shall be in effect from June 13, 2025 (the "Effective Date") through and including ninety (90) days the Effective Date (the "Expiration Date"). From the Effective Date and through the Expiration Date (the "Tolling Period"), all applicable statutes of limitations shall be tolled and suspended.

3. Waiver During Tolling Period. Defendants hereby waive any applicable statute of limitations defenses that would otherwise arise during the Tolling Period. Defendants do not waive any statute of limitations defense, or any other claims or defenses, available as of the Effective Date or that arise after the Expiration Date.

4. Action Initiated During Tolling Period. During the Tolling Period, Plaintiff may file complaints or initiate any other legal proceeding against Defendants relating to Plaintiff's employment. However, Plaintiff agrees to confer with Defendants one week prior to filing any complaint or initiating any other legal proceeding against Defendants.

5. Termination Before Expiration Date. Defendants may terminate this Agreement at any time by providing a notice of intent to terminate in writing, sent via email and via overnight delivery service to Plaintiff's counsel. The termination date shall be 30 days from the date of the notice of intent.

6. Substantive Law. This Agreement shall be interpreted in accordance with the substantive law of the State of California, without application of choice of law rules.

7. Copies of Tolling Agreement Valid. This Agreement may be executed in one or more original or counterparts. A signed document transmitted via facsimile or email shall be valid.

Dated: June 18, 2025

SANSANOWICZ LAW GROUP, P.C.

Leonard H. Sansanowicz, Esq.
Alexander S. Bressler, Esq.
Attorneys for Plaintiff Jonathan Igo

Dated: June 23, 2025

FISHER & PHILLIPS LLP

Jeffrey R. Thurrell, Esq.
Kristina Noel Buan, Esq.
Attorneys for Defendants Pacific Dermatology Institute, Inc., and Bradley Mudge, M.D.

EXHIBIT D

AMENDED TOLLING AGREEMENT

This Amended Tolling Agreement ("Amended Agreement") is made and entered into as of August 18, 2025, by and between Jonahtan Igo ("Plaintiff") and Pacific Dermatology Institute, Inc. ("PDI") and Bradley Mudge, M.D. ("Mudge") (collectively, "Defendants").

WHEREAS, a dispute has arisen between Plaintiff and Defendants;

WHEREAS, Plaintiff and Defendants have been involved in discussions and negotiations to potentially resolve the dispute without the necessity and expense of litigation;

WHEREAS, the discussions between Plaintiff and Defendants may not be concluded before the expiration of the statute of limitations of at least some of Plaintiffs' rights;

WHEREAS, Plaintiff has exhausted his requirement to file notice with the Labor and Workforce Development Agency ("LWDA") regarding his intent to file a civil action for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") and the statutory period for the LWDA to provide notice of its intent to investigate has now passed;

WHEREAS, the Parties entered into a tolling agreement effective June 13, 2025, to toll the statute of limitations for Plaintiff to file a civil complaint based on the claims set forth in his PAGA notice with the LWDA by ninety (90) days from June 13, 2025, to September 11, 2025;

WHEREAS, the Parties have now scheduled a private mediation on December 1, 2025, and will exchange information and documents informally in furtherance of that mediation should the mediation go forward;

WHEREAS, the Parties wish to allow sufficient time for discussions and/or negotiations to occur before Plaintiff files a PAGA civil action;

THEREFORE, Plaintiff and Defendants agree by and through their counsel to amend the initial tolling agreement to extend their prior agreement to toll any applicable statute of limitations for an additional one hundred twenty (120) days to allow the Parties to continue discussions and negotiations before Plaintiff files a civil lawsuit on the PAGA claims. The terms and conditions of the Agreement are amended as follows:

1. Scope of Agreement/No Admission of Liability. This Amended Agreement operates to toll any and all statutes of limitations and time constraints imposed by law on Plaintiff's claims by an additional one hundred twenty (120) days, to January 9, 2026. This Amended Agreement shall not be construed as an admission of liability or be offered in evidence in any proceeding other than to prove that any applicable statute of limitations were tolled during the Tolling Period.

2. Tolling Period. This Amended Agreement shall be in effect from June 13, 2025 (the "Effective Date") through and including January 9, 2026 (the "Expiration Date"). From the Effective Date and through the Expiration Date (the "Tolling Period"), all applicable statutes of limitations shall be tolled and suspended.

3. Waiver During Tolling Period. Defendants hereby waive any applicable statute of limitations defenses that would otherwise arise during the Tolling Period. Defendants do not waive any statute of limitations defense, or any other claims or defenses, available as of the Effective Date or that arise after the Expiration Date.

4. Action Initiated During Tolling Period. During the Tolling Period, Plaintiff may file complaints or initiate any other legal proceeding against Defendants relating to Plaintiff's employment. However, Plaintiff agrees to confer with Defendants one week prior to filing any complaint or initiating any other legal proceeding against Defendants.

5. Termination Before Expiration Date. Defendants may terminate this Amended Agreement at any time by providing a notice of intent to terminate in writing, sent via email and via overnight delivery service to Plaintiff's counsel. The termination date shall be 30 days from the date of the notice of intent.

6. Substantive Law. This Amended Agreement shall be interpreted in accordance with the substantive law of the State of California, without application of choice of law rules.

7. Copies of Tolling Agreement Valid. This Amended Agreement may be executed in one or more original or counterparts. A signed document transmitted via facsimile or email shall be valid.

Dated: Sept. 25, 2025

SANSANOWICZ LAW GROUP, P.C.

Leonard H. Sansanowicz, Esq.
Alexander S. Bressler, Esq.
Attorneys for Plaintiff Jonathan Igo

Dated: 09-25-2025

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