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9 Attorneys for Plaintiff(s),

10 ISAAC CHAVEZ, and all others similarly situated

11 (additional attorneys for Plaintiff(s) on following page)

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SAN DIEGO**

14 **(UNLIMITED JURISDICTION)**

15 ISAAC CHAVEZ, on behalf of himself and all
16 others similarly situated, and the general public,
17 and as an “aggrieved employee” on behalf of
18 other “aggrieved employees” and the State of
19 California under the Labor Code Private
20 Attorneys General Act of 2004,

21 *Plaintiff,*

22 vs.

23 CIBUS US LLC, a Delaware limited liability
24 company; and DOES 1–50, inclusive,

25 *Defendants.*

Case No. 24CU017025C

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
2. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
3. Civil Penalties (Lab. Code §§ 2898, et seq.)

JURY TRIAL DEMANDED

Action Filed: October 11, 2024



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ISAAC CHAVEZ, and all others similarly situated



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1 Plaintiff, Isaac Chavez (hereafter “Plaintiff” or “Chavez”), on behalf of himself and all
2 others similarly situated, the general public, and as an “aggrieved employee” on behalf of other
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants Cibus US LLC, a
9 Delaware limited liability company, and Does 1 through 50, inclusive (collectively
10 “Defendants”).

11 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
12 him and other similarly situated workers for unreimbursed expenses, restitution, interest, and
13 related relief. These claims are based on Defendants’ failures to indemnify for necessary work-
14 related expenditures. Accordingly, Plaintiff now seeks to recover unreimbursed expenses,
15 restitution, interest, attorneys’ fees, costs, civil penalties, and related relief through this class
16 action.

17 **II. THE PARTIES**

18 3. Plaintiff Isaac Chavez is a resident of California. At all relevant times, Plaintiff
19 was an “employee” within the meaning of Title 8 California Code of Regulations § 11050 and an
20 “aggrieved employee” within the meaning of Labor Code § 2699 (c).

21 4. Defendant Cibus US LLC is a limited liability company organized and existing
22 under the laws of Delaware and also a citizen of California based on Plaintiff’s information and
23 belief.

24 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
25 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
26 is informed and believes and thereon alleges that said Defendants are legally responsible for the
27 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
28 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
when ascertained.

6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
herein, all Defendants were the agents, employees and/or servants, masters or employers of the



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1 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
2 within the course and scope of such agency, employment, direction and control, and with the
3 approval and ratification of each of the other Defendants.

4 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
5 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
6 of a practice which resulted in Defendants not reimbursing Plaintiff and the other Class Members
7 or otherwise complying with their rights in accordance with applicable California labor laws as
8 alleged herein.

9 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
10 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
11 lack thereof, which resulted in Defendants not reimbursing Plaintiff and other members of the
12 below-described class in accordance with applicable laws as alleged herein.

13 **III. CLASS ALLEGATIONS**

14 9. This action has been brought and may be maintained as a class action pursuant to
15 California Code of Civil Procedure section 382 because there is a well-defined community of
16 interest among the persons who comprise the readily ascertainable class defined below and
17 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
18 a class action.

19 10. **Class Definition:** The Class is defined as follows: All persons Defendants
20 employed in California as regardless of manner of compensation, individuals performing work
21 comparable to the aforementioned, compensated comparably to the aforementioned, and
22 individuals in similar positions, at any time during the period beginning four years prior to the
23 filing of this action and ending on the date that final judgment is entered in this action (“Class”
24 or “Class Members”).

25 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
26 right to amend or modify the class definition with greater specificity, by further division into
27 subclasses and/or by limitation to particular issues.

28 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
each individual Class Member is impractical. While Plaintiff does not currently know the exact
number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
minimum required for numerosity under California laws.



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1 13. **Commonality and Predominance:** Common questions of law and fact exist as to
2 all Class Members and predominate over any questions which affect only individual Class
3 Members. These questions include, but are not limited to:

4 A. Whether Defendants failed to indemnify the Class Members for the
5 reasonable expenses they incurred during the course of performing their duties;

6 B. Whether Defendants engaged in unfair competition within the meaning of
7 Business and Professions Code sections 17200, et seq., with respect to the Class; and

8 C. Whether Class Members are entitled to restitution of money or property
9 that Defendants may have acquired from them through alleged Labor Code violations.

10 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
11 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
12 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
13 Code, the Wage Order, and the Business and Professions Code.

14 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
15 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent
16 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
17 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
18 Members.

19 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
20 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
21 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
22 Plaintiff and absent Class Members.

23 17. **Superiority:** A class action is vastly superior to other available means for fair and
24 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
25 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
26 and efficiently prosecute their common claims in a single forum without the unnecessary
27 duplication of effort and expense that numerous individual actions would entail. In addition, the
28 monetary amounts due to many individual Class Members are likely to be relatively small and
would thus make it difficult, if not impossible, for individual Class Members to both seek and
obtain relief. Moreover, a class action will serve an important public interest by permitting Class
Members to effectively pursue the recovery of monies owed to them. Further, a class action will



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1 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

2 **IV. STATEMENT OF FACTS**

3 18. The Wage Order applies to “all persons employed in professional, technical,
4 mechanical, and similar occupations whether paid on a time, piece rate, commission, or other
5 basis...” Wage Order, § 1. The Wage Order defines “Professional, Technical, Clerical,
6 Mechanical, and Similar Occupations” to include

7 professional, semiprofessional, managerial, supervisory, laboratory, research,
8 technical, clerical, office work, and mechanical occupations. Said occupations
9 shall include, but not be limited to, the following: accountants; agents; appraisers;
10 artists; attendants; audio-visual technicians; bookkeepers; bundlers; billposters;
11 canvassers; carriers; cashiers; checkers; clerks; collectors; communications and
12 sound technicians; compilers; copy holders; copy readers; copy writers; computer
13 programmers and operators; demonstrators and display representatives;
14 dispatchers; distributors; door-keepers; drafters; elevator operators; estimators;
15 editors; graphic arts technicians; guards; guides; hosts; inspectors; installers;
16 instructors; interviewers; investigators; librarians; laboratory workers; machine
17 operators; mechanics; mailers; messengers; medical and dental technicians and
18 technologists; models; nurses; packagers; photographers; porters and cleaners;
19 process servers; printers; proof readers; salespersons and sales agents; secretaries;
20 sign erectors; sign painters; social workers; solicitors; statisticians; stenographers;
21 teachers; telephone, radiotelephone, telegraph and call-out operators; tellers;
22 ticket agents; tracers; typists; vehicle operators; x-ray technicians; their assistants
23 and other related occupations listed as professional, semiprofessional, technical,
24 clerical, mechanical, and kindred occupations

25 Wage Order, § 2(O). At all relevant times during the applicable limitations period, the
26 Defendants, Chavez, and all of the Class Members were covered by the Wage Order because
27 Chavez and all of the Class Members worked for the Defendants, including as research
28 associates, their assistants and other related occupations listed as professional, semiprofessional,
technical, clerical, mechanical, and kindred occupations. Accordingly, Chavez and all of the
other Class Members are entitled to the protections the Wage Order provides.

19 19. On approximately September 1, 2021, the Defendants began to employ Chavez in
20 San Diego in the position of senior research associate. The Defendants continuously employed
21 him in that capacity until on or about October 18, 2023 when his employment ended.

22 20. At all relevant times, the Defendants issued wages to Chavez and all of the other
23 Class Members on a biweekly (26 paychecks/year) basis and paid them by the hour, salary,
24 commission, or piece rate. At all relevant times, the Defendants classified Chavez and all of the



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1 other Class Members as employees entitled to the protections of the Labor Code and the Wage
2 Order.

3 21. At all relevant times, the Defendants required Chavez and all of the other Class
4 Members to incur certain business expenses in the course of performing their duties. The
5 Defendants required Chavez and all of the other Class Members to supply mobile phones to
6 perform their job duties. However, the Defendants did not provide these items and did not
7 reimburse Chavez and the other Class Members for these items. Defendants required Chavez and
8 its other Class Members to permit Defendants to access their personal mobile cell phones for
9 geofencing and to determine whether Chavez and the other Class Members had arrived at a
particular location.

10 22. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
11 unlawful practices and policies, Plaintiff and the Class Members were not indemnified for all
12 necessary business expenditures incurred during the discharge of their duties;

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO INDEMNIFY**

15 **Lab. Code § 2802**

16 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

17 23. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

18 24. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
19 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
consequence of the discharge of his or her duties."

20 25. California Labor Code § 1198 prohibits employers from employing their
21 employees under conditions prohibited by the Wage Order.

22 26. At all relevant times, Defendants required Plaintiff and the Class Members to incur
23 certain business expenses in the course of performing their duties.

24 27. As described above, the Defendants required Chavez and all of the other Class
25 Members to incur certain business expenses in the course of performing their duties. The
26 Defendants required Chavez and all of the other Class members to supply mobile phones to
27 perform their job duties. However, the Defendants did not provide these items and did not
28 reimburse Chavez and the other Class members for these items. Defendants required Chavez and
its other Class Members to permit Defendants to access their personal mobile cell phones for



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1 geofencing and to determine whether Chavez and the other Class Members had arrived at a
2 particular location.

3 28. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
4 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
5 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
6 during the course of performing their duties.

7 **SECOND CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

10 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

11 29. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 30. At all relevant times during the applicable limitations period, Plaintiff and the
13 Class Members have been employees of Defendants and entitled to the benefits and protections
14 of the Business and Professions Code §§ 17200, *et seq.*

15 31. The unlawful conduct of Defendants alleged herein amount to and constitutes
16 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
17 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
18 gained a competitive advantage over other comparable companies doing business in California
19 that comply with their legal obligations to reimburse employees for all expenses incurred.

20 32. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
21 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
22 Members were deprived of phone and phone service reimbursement, and comparable money and
23 property.

24 33. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
25 Class Members are entitled to restitution of all monies rightfully belonging to them that
26 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
27 practices.

28 34. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
connection with their unfair competition claims pursuant to California Code of Civil Procedure §
1021.5, the substantial benefit doctrine and/or the common fund doctrine.



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1 **THIRD CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **Lab.Code §§ 2698, *et seq.***

4 **(By Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California,**
5 **against all Defendants)**

6 35. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 36. The “Aggrieved Employees” are all members of the Class defined above who
8 Defendants employed during the period beginning August 27, 2023, and ending on the date that
9 final judgment is entered in this action.

10 37. Defendants paid wages to employees on regular intervals. Defendants, however,
11 failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information
12 and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such
13 intervals for all wages earned and all hours worked.

14 38. During the applicable time period, Defendants violated California Labor Code §
15 2802.

16 39. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
17 behalf of themselves and other current or former employees, to bring a civil action to recover civil
18 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

19 40. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the
20 Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants’ violations
21 of California Labor Code § 2802 during the applicable limitations period in the following
22 amounts: One hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each
23 initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
24 for each subsequent violation (penalty amounts established by California Labor Code §
25 2699(f)(2)).

26 41. Plaintiff has complied with the procedures for bringing suit specified in California
27 Labor Code § 2699.3. By letter dated August 27, 2024, Plaintiff filed written notice online with
28 the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified
mail to Defendants of the specific provisions of the California Labor Code alleged to have been
violated, including the facts and theories to support the alleged violations. A true and correct copy



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1 of the notice to the LWDA dated August 27, 2024 is attached as Exhibit A. Plaintiff submitted
2 his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in
3 response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff anticipates that the
4 LWDA will provide written notice to Plaintiff informing him that it does not intend to investigate
these allegations.

5 42. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
6 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
7 connection with their claims for civil penalties.

8 **V. PRAYER FOR RELIEF**

9 43. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for
10 relief and judgment against Defendants as follows:

11 A. An order that the action be certified as a class action with respect to
12 Plaintiff's claims for violations of California law;

13 B. An order that Plaintiff be appointed class representative;

14 C. An order that counsel for Plaintiff be appointed class counsel;

15 D. Unreimbursed expenses;

16 E. Restitution;

17 F. Civil penalties;

18 G. Declaratory relief;

19 H. Pre-judgment interest;

20 I. Costs of suit;

21 J. Reasonable attorneys' fees; and

22 K. Such other relief as the Court deems just and proper.

23 ///

24 ///

25 ///

26 ///



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VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: October 29, 2024

By: 
DAVID G. SPIVAK,
Attorney for Plaintiff(s), ISAAC
CHAVEZ, and all others similarly
situated



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EXHIBIT A



THE SPIVAK LAW FIRM

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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

August 27, 2024

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Isaac Chavez / Cibus

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Isaac Chavez (hereafter “Chavez” or “Complainant”) provides notice that Cibus US LLC, and related entities (collectively “the Cibus Employers” or “the Employers”) violated his rights and those of all other individuals the Cibus Employers have employed or otherwise contracted with in California regardless of manner of compensation (hereafter the “Aggrieved Employees”) under Labor Code sections 2802, and other Labor Code statutes. On behalf of himself and all other Aggrieved Employees, Chavez hereby provides this notice to the Labor & Workforce Development Agency and the Cibus Employers and their agents and representatives.

At all relevant times, the Cibus Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Chavez and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On or approximately September 1, 2021, the Cibus Employers began to employ Chavez in San Diego in the position of senior research associate. The Cibus Employers continuously employed him in that capacity until on or about October 18, 2023 when his employment ended.

At all relevant times, the Cibus Employers issued wages to Chavez and all of the other Aggrieved Employees on a biweekly (26 paychecks/year) basis. At all relevant times, the Cibus Employers classified Chavez and all of the other Aggrieved Employees as protections of the Labor Code and the Wage Order.

At all relevant times, the Cibus Employers required Chavez and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Cibus Employers required Chavez and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Cibus Employers did not provide these items and did not reimburse Chavez and the other Aggrieved Employees for these items. The Cibus Employers required Chavez and its other Aggrieved Employees to permit the Cibus Employers to access their personal mobile cell phones for geofencing and to determine whether Chavez and the other Aggrieved Employees had arrived at a particular location.

For the reasons stated herein, Chavez alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees: The Cibus Employers failed to indemnify Chavez and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;

Accordingly, Chavez now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the Cibus Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in professional, technical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or other basis..." Wage Order, § 1. The Wage Order defines "Professional, Technical, Clerical, Mechanical, and Similar Occupations" to include

professional, semiprofessional, managerial, supervisory, laboratory, research, technical, clerical, office work, and mechanical occupations. Said occupations shall include, but not be limited to, the following: accountants; agents; appraisers; artists; attendants; audio-visual technicians; bookkeepers; bundlers; billposters; canvassers; carriers; cashiers; checkers; clerks;

collectors; communications and sound technicians; compilers; copy holders; copy readers; copy writers; computer programmers and operators; demonstrators and display representatives; dispatchers; distributors; door-keepers; drafters; elevator operators; estimators; editors; graphic arts technicians; guards; guides; hosts; inspectors; installers; instructors; interviewers; investigators; librarians; laboratory workers; machine operators; mechanics; mailers; messengers; medical and dental technicians and technologists; models; nurses; packagers; photographers; porters and cleaners; process servers; printers; proof readers; salespersons and sales agents; secretaries; sign erectors; sign painters; social workers; solicitors; statisticians; stenographers; teachers; telephone, radiotelephone, telegraph and call-out operators; tellers; ticket agents; tracers; typists; vehicle operators; x-ray technicians; their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations

Wage Order, § 2(O). At all relevant times during the applicable limitations period, the Cibus Employers, Chavez, and all of the Aggrieved Employees were covered by the Wage Order because the Cibus Employers operated, and Chavez, and all of the Aggrieved Employees, worked for the Cibus Employers as technicians, scientists, research associates, their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations. Accordingly, Chavez and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be

provided and maintained by the employer.

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Cibus Employers required Chavez and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Cibus Employers required Chavez and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Cibus Employers did not provide these items and did not reimburse Chavez and the other Aggrieved Employees for these items. The Cibus Employers required Chavez and its other Aggrieved Employees to permit the Cibus Employers to access their personal mobile cell phones for geofencing and to determine whether Chavez and the other Aggrieved Employees had arrived at a particular location. Accordingly, Chavez seeks civil penalties for these Labor Code violations that the Cibus Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

LWDA / The Cibus Employers

Re: Isaac Chavez

August 27, 2024

Page 5 of 5

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Isaac Chavez will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

David@spivaklaw.com

cc: Isaac Chavez
Walter Haines, Esq.

Cibus US LLC
c/o Rosa Cheuk Kim, Esq.
Senior Vice President, Legal
6455 Nancy Ridge Drive
San Diego, CA 92121
info@cibus.com