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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Eric Iturralde, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

KARI BRUNO and THERESA DAHL, on behalf of themselves and all those similarly situated,

Plaintiffs,

v.

SPLUNK LLC,

Defendant.

Case No. CIVSB2521514

CLASS ACTION

CLASS AND COLLECTIVE ACTION COMPLAINT FOR DAMAGES PURSUANT TO THE FAIR LABOR STANDARDS ACT, 29 U.S.C. §§ 201 *ET SEQ.*; FOR DAMAGES PURSUANT TO THE CALIFORNIA LABOR CODE §§ 201-204, 210, 218.5, 226, 226.3, 226.6, 246, 510, 512, 558, 1174.5, and 2699; AND FOR CIVIL PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698 *ET SEQ.*

JURY TRIAL DEMANDED

Plaintiffs Kari Bruno ("Bruno") and Theresa Dahl ("Dahl") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, upon personal knowledge as to themselves and upon information and belief as to all other matters, allege as follows:

NATURE OF THE ACTION

1. This lawsuit seeks to remedy Splunk LLC's ("Splunk") violations of law which have deprived Plaintiffs and other similarly situated non-exempt Splunk employees of unearned overtime compensation, pursuant to the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq*. ("FLSA"), the California Labor Code §§ 201-204, 210, 218.5, 226, 226.3, 246, 510, 512, 558, 1174.5, and 2699, *et seq.* and Wage Order No. 4-2001 (collectively, "California Wage and Hour Law") and California Business & Professions Code §§ 17200 *et seq*., and the Private Attorneys General Act ("PAGA"), California Labor Code §§ 2698, *et seq*.

2. Splunk is a software company headquartered in San Francisco, California.

3. As part of its compensation structure, Splunk grants Restricted Stock Units ("RSUs") to non-exempt employees, both at the time of hire and thereafter. These RSUs are a non-discretionary component of non-exempt employees' compensation.

4. As non-exempt employees, Plaintiffs and similarly situated employees are entitled to overtime compensation at the rate of one-and-one-half times their regular rate of pay for all time worked over 40 hours in an individual workweek, with such regular rate to be calculated inclusive of all non-discretionary compensation.

5. In instances in which Plaintiffs and similarly situated employees recorded overtime hours, Splunk failed to compensate them at an appropriate time-and-one-half overtime rate based on a regular rate inclusive of the value of RSUs, in violation of the FLSA.

6. By the conduct described in this Class and Collective Action Complaint, Splunk has violated the FLSA and California Wage and Hour Law by failing to pay non-exempt employees, including Plaintiffs, the full amount of overtime wages they have earned and to which they are entitled by law.

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THE PARTIES

Plaintiffs

Kari Bruno

7. Plaintiff Bruno is an adult individual who is a resident of San Jose, California.

8. Bruno was employed by Splunk as a non-exempt Administrative Assistant in California at all times relevant.

9. Bruno is a covered employee within the meaning of the FLSA and California law.

10. A written consent form for Bruno is attached as **Exhibit A**.

Theresa Dahl

11. Plaintiff Dahl is an adult individual who is a resident of Campbell, California.

12. Dahl was employed by Splunk as a non-exempt Administrative Assistant in California at all times relevant.

13. Dahl is a covered employee within the meaning of the FLSA and California law.

14. A written consent form for Dahl is attached as **Exhibit B**.

Defendant Splunk

15. Splunk is a software company headquartered in San Francisco, California.

16. Splunk employs non-exempt employees throughout the United States, including in California.

17. Throughout the relevant period, Splunk employed Plaintiffs and similarly situated employees within the meaning of the FLSA and California Wage and Hour Law.

18. At all times relevant, Splunk maintained control, oversight and direction over Plaintiffs and similarly situated employees, including timekeeping, payroll and other employment practices that applied to them.

19. At all times relevant, Splunk's annual gross volume of sales made or business done was not less than $500,000.

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JURISDICTION AND VENUE

20. This Court has jurisdiction over claims brought pursuant to the California Labor Code, including PAGA, and the FLSA.

21. This Court has personal jurisdiction over this matter because Splunk maintains its headquarters in California, conducts substantial business activity in California and engaged in the unlawful acts described herein in California.

22. Venue is proper in this Court pursuant to California Code of Civil Procedure §395(a).

EXHAUSTION OF ADMINISTRATIVE REMEDIES

23. "PAGA Notice" of Plaintiffs' claims on behalf of Aggrieved Employees, that is all California Class members who worked for Splunk in California on or after December 30, 2022, was provided to the California Labor & Workforce Development Agency ("LWDA") and to Splunk on December 30, 2024. The LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue the claims.

COMMON FACTUAL ALLEGATIONS

24. Throughout their employment with Splunk, Plaintiffs and the members of the FLSA Collective and the California Class were non-exempt employees entitled to overtime compensation at one-and-one-half times their regular rate of pay for all overtime hours worked.

25. In instances when they recorded overtime hours, Splunk failed to pay Plaintiffs and the members of the FLSA Collective and the California Class overtime compensation at one-and-one-half times their regular rate of pay, inclusive of the value of RSUs.

26. Splunk was aware that it is required to pay Plaintiffs and the members of the FLSA Collective and the California Class overtime compensation at one-and-one-half times their regular rate of pay for all overtime hours worked, but failed to include the value of RSUs in their regular rate of pay, resulting in underpayments of overtime compensation owed to them.

COLLECTIVE-WIDE FACTUAL ALLEGATIONS

27. Plaintiffs bring the First Cause of Action, pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and non-exempt employees employed by Splunk in the United States but outside of

California who received RSUs that vested at any time from October 22, 2021 through December 16, 2024, and who also recorded and were paid overtime wages during such periods, who elect to opt-in to this action (the "FLSA Collective").

28. Splunk is liable under the FLSA for failing to properly compensate Plaintiffs and the FLSA Collective at one-and-one-half times their regular rate of pay for all hours they worked in excess of 40 in an individual workweek.

29. As part of its regular business practice, Splunk has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiffs and the FLSA Collective by failing to pay them for all hours worked in excess of 40 hours per workweek at a legally compliant overtime rate of pay. Splunk is aware or should have been aware that federal law required them to pay Plaintiffs and FLSA Collective members an overtime premium for hours worked in excess of 40 per workweek.

30. Splunk is aware or should have been aware that federal law required them to pay Plaintiffs and the FLSA Collective overtime premiums at one-and-one-half their regular rate of pay for all hours worked in excess of 40 per work week.

31. Splunk's unlawful conduct has been widespread, repeated, and consistent.

CLASS ACTION ALLEGATIONS

32. Plaintiffs bring the Second through Seventh Causes of Action on behalf of themselves and all non-exempt employees employed by Splunk in California who received RSUs that vested at any time from October 22, 2020 through December 16, 2024, and who also recorded and were paid overtime wages during such period (the "California Class").

33. Excluded from the California Class are all persons who will submit timely and otherwise proper requests for exclusion from the California Class

34. The California Class members are so numerous that joinder of all members is impracticable.

35. Upon information and belief, there are hundreds of individuals in the California Class. The exact number of California Class members is known to Defendant and readily ascertainable via

Defendant's business records.

36. Common questions of law and fact exist as to the California Class that predominate over any questions only affecting them individually and include, but are not limited to, the following:

a. whether Splunk failed to pay Plaintiffs and the California Class overtime at one-and-one half times their regular rate of pay for all hours worked over 40 in a workweek and/or in excess of eight per workday and/or hours worked on the seventh consecutive day of work in a workweek within the meaning of the California Wage and Hour Law, inclusive of the value of vested RSUs;

b. whether Splunk failed to provide accurate itemized wage statements to the Plaintiffs and the California Class in violation of California Wage and Hour Law as a result of failing to include the value of vested RSUs in California Class members' regular rates of pay;

c. whether Splunk's conduct in this regard was "unlawful," "unfair," or "fraudulent" under California Business & Professions Code §§ 17200, *et seq*.;

d. whether Splunk failed to comply with the record keeping requirements of the California Wage and Hour Law as a result of failing to include the value of vested RSUs in California Class members' regular rates of pay;

e. whether Splunk failed to properly compensate Plaintiffs and the California Class members appropriate penalties missed, off-duty meal periods as a result of failing to include the value of vested RSUs in California Class members' regular rates of pay, in violation of California Wage and Hour Law;

f. the nature and extent of the class-wide injury and the appropriate measure of damages for Plaintiffs and the California Class;

g. whether Splunk failed to timely pay all final wages due as a result of failing to include the value of vested RSUs in California Class members' regular rates of pay; and

h. whether Splunk can prove that their unlawful policies were implemented in good faith.

37. Plaintiffs' claims are typical of the claims of the California Class they seek to represent. Plaintiffs and all California Class members work, or have worked, for Splunk as non-exempt employees in California. Plaintiffs and California Class members enjoy the same statutory rights under the California Wage and Hour Law and California Business & Professions Code §§ 17200, *et seq.*, to be paid overtime wages at one-and-one half their regular rate of pay. Plaintiffs and California Class members have all

sustained similar types of damages as a result of Splunk's failure to comply with the California Wage and Hour Law and California Business & Professions Code §§ 17200, *et seq.* Plaintiffs and the California Class members have all been injured in that they have been under-compensated due to Splunk's common policies, practices, and patterns of conduct.

38. Plaintiffs will fairly and adequately represent and protect the interests of the California Class members. Plaintiffs understand that as class representatives, they assume a fiduciary responsibility to the class to represent its interests fairly and adequately. Plaintiffs recognizes that as class representatives, they must represent and consider the interests of the class just as they would represent and consider their own interests. Plaintiffs understand that in decisions regarding the conduct of the litigation and its possible settlement, they must not favor their own interests over the interests of the class. Plaintiffs recognize that any resolution of a class action must be in the best interest of the class. Plaintiffs understand that in order to provide adequate representation, they must be informed of developments in litigation, cooperate with class counsel, and testify at deposition and/or trial. Plaintiffs have retained counsel that are competent and experienced in complex class actions and employment litigation. There is no conflict between Plaintiffs and the California Class members.

39. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The California Class members have been damaged and are entitled to recovery as a result of Splunk's violation of the California Wage and Hour Law and California Business & Professions Code §§ 17200, *et seq.*, as well as Splunk's common and uniform policies, practices, and procedures. Although the relative damages suffered by individual California Class members is not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual plaintiff lacks the financial resources to conduct a thorough examination of Splunk's timekeeping and compensation practices and to prosecute vigorously a lawsuit against Splunk to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Splunk's practices.

40. This action is properly maintainable as a class action under the California Wage and Hour Law, California Business & Professions Code §§ 17200, *et seq.*

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Unpaid Overtime
(Brought on behalf of Plaintiffs and the FLSA Collective)

41. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

42. Splunk engaged in a widespread pattern and practice of violating the FLSA, as described in this Class and Collective Action Complaint.

43. Plaintiffs have each consented in writing to be parties to this action pursuant to 29 U.S.C. § 216(b).

44. At all relevant times, Plaintiffs and other similarly situated current and former employees 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).

45. The overtime wage provisions set forth in §§ 201 *et seq.* of the FLSA apply to Splunk.

46. Splunk is 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).

47. At all times relevant, Plaintiffs were employees of Splunk within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

48. Splunk failed to pay Plaintiffs and other similarly situated current and former employees all overtime wages at the federally mandated rate of time-and-one-half their regular rate of pay including the value of RSUs, to which they were entitled under the FLSA.

49. Splunk's violations of the FLSA, as described in this Class and Collective Action Complaint, have been willful and intentional. Splunk has failed to make a good faith effort to comply with the FLSA with respect to its compensation of Plaintiffs and other similarly situated current and former employees.

50. Because Splunk's violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

51. As a result of Splunk's willful violations of the FLSA, Plaintiffs and all other similarly situated employees have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq*.

52. As a result of the unlawful acts of Splunk, Plaintiffs and other similarly situated current and former employees have been deprived of overtime compensation and other wages 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. § 216(b).

SECOND CAUSE OF ACTION
California Wage and Hour Law – Unpaid Overtime
(Brought on behalf of Plaintiffs and the California Class)

53. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

54. California law requires employers such as Splunk to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek, over eight per day, and for hours worked on the seventh consecutive day of work in a workweek, and to pay such compensation based on the employee's regular rate of pay which takes into account all forms of nondiscretionary compensation subject to exclusions permitted by law.

55. Plaintiffs and California Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

56. Splunk has engaged in a widespread policy, pattern or practice of violating the California Wage and Hour Law, as detailed in this Class and Collective Action Complaint.

57. At all times relevant, Plaintiffs and California Class members have been employees and Splunk has been an employer within the meaning of the California Wage and Hour Law. Plaintiffs and California Class members are covered by the California Wage and Hour Law.

58. Plaintiffs and California Class members are all non-exempt employees subject to Splunk's common policies and practices, implemented throughout the state of California, of failing to credit and pay them proper overtime compensation as a result of failing to include the value of vested RSUs in California Class members' regular rates of pay, in violation of the California Wage and Hour Law.

59. Splunk failed to pay Plaintiffs and California Class members wages to which they are entitled under the California Wage and Hour Law, including California Labor Code §§ 510 and 558, and

1194, *et seq.*, and Wage Order No. 4-2001 (codified at Cal. Code Regs. tit. 8, § 11040). Splunk failed to properly calculate the regular rate of pay and pay Plaintiffs and California Class members for overtime at a wage rate of one and one-half times, or double-time, their regular rate of pay as a result of failing to include the value of vested RSUs in California Class members' regular rates of pay, as applicable, in weeks they worked more than 40 hours and for days they worked more than eight hours or worked seven consecutive days in a workweek.

60. California Labor Code § 510 and the applicable Wage Order require that an employer compensate all work performed by an employee in excess of eight hours per workday and 40 hours per workweek, at one and one-half times the employee's regular rate of pay.

61. California Labor Code § 1194 states that any employee receiving less than the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of his overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

62. California Labor Code § 558 states that an employer who violates § 510 or the related Wage Order is subject to a civil penalty of fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid plus an amount sufficient to recover underpaid wages and, for each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid plus an amount sufficient to recover underpaid wages.

63. Splunk's violations of the California Wage and Hour Law, as described in this Class and Collective Action Complaint, have been willful and intentional.

64. Due to Splunk's violations of the California Wage and Hour Law, Plaintiffs and California Class members are entitled to recover from Splunk the relief requested herein. As a direct and proximate result of Splunk's unlawful conduct, as set forth herein, Plaintiffs and California Class members have sustained damages, including loss of earnings for hours of overtime worked on behalf of Splunk in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

<u>THIRD CAUSE OF ACTION</u>
California Wage and Hour Law – Failure to Furnish Accurate Itemized Wage Statements
(Brought on behalf of Plaintiffs and the California Class)

65. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

66. California Labor Code § 226(a) and Wage Order No. 4-2001, § 7 provides, in relevant part, that every employer must furnish each employee with an itemized wage statement that shows the total number of hours worked each pay period, gross wages, net wages, all deductions, all applicable hourly rates of pay, the name and address of the legal entity that is the employer, and other information.

67. Splunk knowingly and intentionally failed to furnish Plaintiffs and California Class members, upon each payment of compensation, itemized wage statements accurately showing, at minimum: gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each hourly rate by the employee as a result of failing to include the value of vested RSUs in California Class members' regular rates of pay.

68. During all relevant times, Plaintiffs and California Class members were injured by these failures because, among other things, they were not provided with compliant wage statements, and they were misinformed about whether they were paid properly.

69.

70. Plaintiffs and California Class members are also entitled to the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages suffered or fifty ($50) dollars for the initial pay period in which a violation occurred and one-hundred ($100) dollars for each subsequent pay period.

71. Plaintiffs and California Class members are also entitled to an award of costs and reasonable attorneys' fees under California Labor Code § 226(h).

<u>FOURTH CAUSE OF ACTION</u>
California Wage Payment Provisions – Failure to Timely Pay Wages
(Brought on behalf of the Plaintiffs and the California Class)

72. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

73. California Labor Code §§ 201 and 202 requires employers to pay their employees all

wages due 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, as a penalty, 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.

74. Plaintiffs and California Class members who ceased employment with Splunk are entitled to unpaid compensation, but to date have not received such compensation.

75. More than thirty days have passed since Plaintiffs and certain California Class members left Splunk's employ.

76. As a consequence of Splunk's willful conduct in not paying compensation for all hours worked as a result of failing to include the value of vested RSUs in California Class members' regular rates of pay of overtime wage calculation purposes, Plaintiffs and California Class members whose employment ended during the California class period are entitled to thirty days' wages under California Labor Code § 203, together with interest thereon and attorneys' fees and costs.

FIFTH CAUSE OF ACTION

California Wage and Hour Law – Failure to Pay Meal and Rest Period Premiums at the Regular Rate of Pay

(Brought on behalf of the Plaintiffs and the California Class)

77. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

78. California Labor Code § 512(a) states in a pertinent part: "[A]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes . . . An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes . . . ."

79. Wage Order No. 4-2001 states in pertinent part, "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes . . . . If an employer fails to provide an employee a meal period in accordance with the applicable provision of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided." Cal. Code Regs. tit. 8, § 11040,

subd. 11(A) & (B). California Labor Code § 226.7(c) provides that, "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with state law . . . the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recover period is not provided."

80. In instances in which Splunk failed to provide Plaintiffs and California Class members with meal periods, Splunk failed to properly calculate and/or pay one hour of pay at the employee's regular rate of pay, inclusive of the value of vested RSUs, for each violation as required by California Labor Code §§ 226.7 and 512 and Wage Order No. 4-2001.

81. As a result of Splunk's willful and unlawful failure to pay Plaintiffs and California Class members for one hour of pay at their regular rate of compensation for each workday that a meal period was not provided, pursuant to California Labor Code § 226.7 and Wage Order No. 4-2001, § 11(B), Plaintiffs have been underpaid. Plaintiffs and California Class members are also entitled to reasonable attorneys' fees and costs, under California Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION
California Business and Professions Code – Unfair Competition Law("UCL")
(Brought on behalf of the Plaintiffs and the California Class)

82. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

83. By not including the value of RSUs in the regular rate of pay, as described above, Splunk underpaid non-exempt employees overtime, meal and rest period premium wages, and sick leave wages, in violation of, *inter alia*, Labor Code §§ 226.7(c), 246(l), and 510(a

84. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, *et seq.*, which prohibits, *inter alia*, unfair competition in the form of any unlawful, unfair, deceptive, or fraudulent business practices. Plaintiffs bring this cause of action individually and as a representative of all others subject to Splunk's unlawful acts and practices.

85. Splunk 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. California Labor Code §§ 201, 202, 203, 204, 218.5, 226, 226.6, 226.7, and 246;

c. California Labor Code § 1174.5;

d. California Labor Code § 510;

e. California Labor Code § 512; and

f. California Labor Code § 558.

86. As a result of this unlawful and/or fraudulent business practice, Splunk reaped unfair benefits and illegal profits at the expense of Plaintiffs and California Class members. Splunk must disgorge these ill-gotten gains and restore to the Plaintiffs and California Class members all wrongfully withheld overtime wages.

87. Plaintiffs, individually and on behalf of all California Class members, seek recovery of attorneys' fees and costs of this action to be paid by Splunk, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

SEVENTH CAUSE OF ACTION
Cal. Labor Code §§ 2698, *et seq*. – Private Attorneys General Act
(Brought on behalf of the Plaintiffs and Aggrieved Employees)

88. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

89. California's Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.*, ("PAGA"), provides that an aggrieved employee may bring a civil action on behalf of such employee and other current and former employees to recover for any violation of a provision of the California Labor Code, which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards, agencies or employees. Whenever the LWDA has discretion to assess a civil penalty, a court in a civil action is authorized pursuant to PAGA to exercise the same discretion to assess a civil penalty on behalf of aggrieved employees, subject to the same limitations and conditions.

90. Plaintiffs are "Aggrieved Employees" as that term is described in the California Labor Code section 2699.3.

91. Plaintiffs, on behalf of themselves and other Aggrieved Employees, as well as the general public, seek penalties under the California Labor Code and PAGA for the violations alleged against the Defendant in this complaint under California state law.

92. Specifically, in such capacity, Plaintiffs allege that by the acts and omissions alleged herein, Defendant failed to comply with the provisions of sections 201, 202, 203, 204, 218.5, 226, 226.6, 226.7, 246, 510, 512, 558, 1174 and 1174.5 of the California Labor Code (collectively "PAGA violations").

93. These failures by Defendant were willful and constitute a violation of PAGA, thereby entitling Plaintiffs to recover statutory penalties under the California Labor Code §§ 558 and 2699, *et seq*.

94. Cal. Labor Code § 2699(a), which is part of PAGA, provides in pertinent part:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in § 2699.3.

95. Cal. Labor Code § 2699(f), which is part of PAGA, provides in pertinent part:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: … (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

96. Pursuant to the California Labor Code § 2699(a), (f) and (g) and related provisions, the Plaintiffs, as private attorney generals on behalf of all Aggrieved Employees, request and are entitled to recover penalties against Defendant for each aggrieved employee per pay period for the initial violation and for each aggrieved employee per pay period for each subsequent violation, subject to any applicable cap.

97. Pursuant to the California Labor Code § 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: sixty-five percent to the LWDA and thirty-five percent to the aggrieved employees.

98. Furthermore, Plaintiffs, as private attorney generals on behalf of all other Aggrieved Employees, request and are entitled to recover from Defendant interest, attorney's fees and costs pursuant to California Labor Code §§ 210, 218.5, 1194(a), and 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other similarly situated persons, seek the following relief:

1. That, at the earliest possible time, Plaintiffs be allowed to give notice of this collective action, or that the Court issue such notice, to all FLSA Collective members. Such notice should inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit, among other things;
2. 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;
3. Unpaid overtime pay and penalties as permitted by law pursuant to California Wage and Hour law;
4. Damages in the amount of 30 days' wages, together with interest, for Plaintiffs and the members of the California Class whose employment ended during the California Class period, pursuant to California Wage and Hour Law;
5. Statutory penalties under the California Wage and Hour Law;
6. Civil penalties under PAGA, for Plaintiffs and Aggrieved Employees;
7. One hour of additional pay at the regular rate of pay for each workday that the proper meal periods were not provided, pursuant to California Wage and Hour law;
8. Certification of the California Class pursuant to California Code of Civil Procedure § 382;
9. Designation of Plaintiffs as Class Representatives of the California Class, and counsel of record as Class Counsel;

10. An appropriate enhancement payment to Plaintiffs for their service as Class Representatives;

11. Pre-judgment interest and post-judgment interest as provided by law;

12. Attorneys' fees and costs of the action; and

13. Such other relief as this Court shall deem just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

Dated: July 28, 2025

Respectfully submitted,
/s/ Benjamin Galdston, Esq.

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Attorneys for Plaintiffs and the Putative Collective, Putative California Class and Aggrieved Employees

EXHIBIT A

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), Splunk Inc. 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. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

Kari Bruno

Signature

Kari Bruno

Print Name

EXHIBIT B

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), Splunk Inc. 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. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

Theresa Dahl

Signature

Theresa Dahl

Print Name