



Glenn A. Danas, Esq.
Partner

Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Direct: (213) 786-1071
Fax: (213) 788-4070
gdanas@clarksonlawfirm.com

November 21, 2025

VIA ONLINE ELECTRONIC SUBMISSION

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102
SUBMITTED ONLINE

Re: Notice Pursuant to California Labor Code § 2699.3 re Scale AI, Inc.; Smart Ecosystem, Inc.; HireArt, Inc.; Alexandr Wang; Dennis Cinelli; Daniel Berrios; and Xiaote Zhu

Pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”), Cal. Labor Code § 2698, *et seq.*, Mr. Steve McKinney, Mr. Roger Caffier, Ms. Michelle Brunetti, Ms. Amber Rogowicz, Mr. Alex Ovadal, and Ms. Chloe Agape (“**Plaintiffs**”) provide this amended notice on behalf of themselves and other aggrieved employees in the State of California to the Labor and Workforce Development Agency (“**LWDA**”), Scale AI, Inc., Smart Ecosystem, Inc. (and including any and all affiliates, subsidiaries, parents, directors, officers, and employees, including but not limited to, Alexandr Wang, Dennis Cinelli, Daniel Berrios, and Xiaote Zhu) (collectively, “**Scale AI**”) and HireArt, Inc. (“**HireArt**”) of Labor Code and Industrial Welfare Commission (“**IWC**”) Wage Order violations committed by Scale AI and/or HireArt and personally experienced by Plaintiffs. Please allow this letter to serve as a notice pursuant to § 2699.3.

Plaintiffs previously submitted separate letters pursuant to PAGA. Plaintiffs submitted their initial letters on the following dates: Ms. Rogowicz on October 29, 2024; Mr. McKinney on December 10, 2024; Ms. Agape on December 24, 2024; Mr. Caffier and Ms. Brunetti on March 6, 2025; and Mr. Ovadal on August 4, 2025. Plaintiffs brought their respective actions pursuing civil penalties and injunctive relief through a court action, on behalf of themselves and the other aggrieved employees against whom Labor Code and Wage Order violations were committed by Scale AI and HireArt. Plaintiffs reached a settlement with Scale AI and HireArt and now intend to consolidate their respective actions. Accordingly, Plaintiffs submit this consolidated letter.

Introduction

Scale AI is headquartered in San Francisco, California. Scale AI recruits Annotators also known as “Taskers” through its service called Outlier AI and then assigns “Taskers” to work on

projects for companies. Taskers includes individuals classified as independent contractors performing services with Scale AI, including as Generative AI Annotators, Prompt Engineers, Subject Matter Experts, Contributors, or similar positions. Despite designating them independent contractors, these “Taskers” are in fact employees under California law. Scale AI has violated numerous provisions of the California Labor Code and applicable IWC Wage Order by denying its “Taskers” the compensation, other benefits and statutory entitlements that they are owed. HireArt, a staffing company, places employees to work at Scale AI.

Some of the many individuals whom Scale AI hired as “Taskers” are Mr. McKinney, Mr. Caffier, Ms. Brunetti, Ms. Rogowicz, Mr. Ovadal, and Ms. Agape. Mr. McKinney worked for Scale AI as a Tasker from approximately February 2024 to approximately June 2024, in California. Mr. Caffier worked for Scale AI as a Tasker since approximately June 2024, in California. Ms. Brunetti worked for Scale AI as a Tasker from approximately May 2024 to approximately September 2024, in California. Mr. Ovadal worked for Scale AI as a Tasker since approximately May 22, 2024. Ms. Rogowicz worked for Scale AI as a Tasker from approximately March 6, 2024 to June 11, 2024. Ms. Agape worked for Scale AI and HireArt as a Tasker from approximately December 2023 to approximately March 2024, and thereafter as an employee performing largely the same duties as when she was a Tasker. During that entire time, Plaintiffs were under Scale AI’s control in accordance with strict guidelines. During her entire time while classified as an employee, Plaintiff Agape was also under HireArt’s control in accordance with strict guidelines.

After filing their initial letters and waiting their respective 65-day exhaustion periods, Plaintiffs did not receive notice from the LWDA that it intends to investigate Scale AI’s and HireArt’s numerous Labor Code and Wage Order violations. Accordingly, Plaintiffs brought their respective actions in court seeking civil penalties for violations of the Labor Code that are recoverable under PAGA on behalf of the State of California and all other aggrieved employees. The aggrieved employees on whose behalf Plaintiffs seek civil penalties under PAGA include all individuals who currently or previously provided services as a Tasker with Scale AI or placed by HireArt to work at Scale AI at any time during the applicable statutes of limitations period.

As set forth below, Scale AI and HireArt have violated and/or continues to violate, among other provisions of the California Labor Code sections 200, 201-204, 206.5, 210, 212, 213, 221, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 233, 234, 246, 246.5, 248.5, 256, 300, 432.5, 450, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1400 *et seq.* (including 1400.5, 1401, 1402), 1997, 1997.1, 1198, 2698, 2699, 2750.3, 2775, 2800, 2802, 2810.5, 2810.8, 3700, 3700.5, Division 5 of the California Labor Code (including, but not limited to 6300, 6301, 6311, 6400, 6401, 6402, 6403, 6401.7, 6404, 6406, 6423, 6425, 6426, 6427, 6428, 6429, 6430, 6431, 6432, 6433), and IWC Wage Orders, including inter alia, Wage Order Nos. 2, 4 and 9, and Plaintiffs have personally experienced each of these violations.

Willful Misclassification of an Individual as Independent Contractors

California law prohibits the willful misclassification of an individual as an independent contractor when he or she is in fact an employee under California law. Cal. Lab. Code § 226.8(a). “Willful misclassification” means avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor. Cal. Lab. Code § 226.8(i)(4). When an employer willfully misclassifies an individual as an independent contractor, the employer is subject to civil penalties. Cal. Lab. Code § 226.8(b)–(c). Scale AI and HireArt willfully misclassified Plaintiffs and other aggrieved employees as independent contractors, because it has been clear for several years now under California law that its “Taskers” are in fact employees under Cal. Lab. Code § 2775, insofar as such “Taskers” are under Scale AI’s and

HireArt's control in performing their AI training duties, the AI training duties that "Taskers" do are within the usual course of Scale AI's business, and they are not engaged in an independently established trade, occupation or business. Even under a looser definition of "employee," "Tasker" would also be considered employees because Scale AI controls the manner and means through which Plaintiffs and other aggrieved employees carry out their duties, including but not limited to requiring them to use the Outlier platform to access tasks, and requiring the use of services including Slack for communication and Hubstaff for time tracking.

Scale AI and HireArt violated Labor Code section 432.5. They required Plaintiffs and the aggrieved employees to enter into independent contractor agreements, which they know or should have known were illegal in the state of California.

Accordingly, Scale AI and HireArt are in violation of the Labor Code, including, but not limited to, Labor Code sections 226.8, 432.5, 2750.3, and 2775.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a); Wage Order No. 4. A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a); Wage Order Nos. 2, 4, and 9. Further, an employer must provide an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7; Wage Order Nos. 2, 4 and 9. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Scale AI and HireArt failed to provide Plaintiffs and the other aggrieved employees with an opportunity to take timely, uninterrupted meal and rest periods of the requisite length, free from employer control. Scale AI and HireArt also failed to compensate Plaintiffs and the other aggrieved employees properly at the applicable regular rate of pay for the non-compliant meal and rest periods including, inter alia, missed, short, late, and/or interrupted meal and rest periods. Scale AI and HireArt also failed to pay premium wages for the many meals and rest breaks that Plaintiffs and the aggrieved employees were deprived of. Indeed, Scale AI and HireArt did not provide any meal or rest breaks or premium compensation for missed breaks to Plaintiffs or other aggrieved employees, including because Scale AI and HireArt improperly classified Plaintiffs and/or other aggrieved employees as independent contractors and/or exempt employees who were not entitled to meal or rest breaks or did not provide non-exempt employees with compliant meal or rest breaks. Accordingly, Scale AI and HireArt are in violation of the Labor Code and Wage Orders, including, but not limited to, Labor Code sections 226.7, 510, 512, 558.1, 1194, 1197 and 1198 as well as Wage Order Nos. 2, 4, and 9.

Failure to Pay All Wages Due (including Minimum Wages, Straight Time Wages, Contractual Wages, and Overtime Wages)

Scale AI and HireArt violated California Labor Code sections 210, 212, 213, 256, 510, 558, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698-2699 and the Wage Orders (including Wage Order Nos. 2, 4 and 9) and various municipal and county codes across the state, including, but not limited to City of L.A. Cal. Code art. 7-7.5; County of Los Angeles Code § 8.100.040, et seq., San Francisco Cal. Code 12R by failing to pay Plaintiffs and other aggrieved employees at least minimum wages for all hours worked, and Labor Code 223 for failing to pay

statutorily or contractually required wages. This was due to Scale AI and HireArt having misclassified Taskers as independent contractors rather than as employees and/or because aggrieved employees were classified as exempt employees. Plaintiffs and other aggrieved employees were required or knowingly permitted to perform work duties off-the-clock, including but not limited to training, communicating with Scale AI and HireArt, and reviewing project instruction and requirements. By failing to pay Plaintiffs and other aggrieved employees required wages for their time spent performing work duties for Scale AI and HireArt, Scale AI and HireArt violated Labor Code sections 1194, 1197, and 1197.1 and Wage Order Nos. 2, 4 and 9, which require employers to pay at least the legal minimum wage to their employees.

California Labor Code sections 510, 558, 1194, 1198 and the Wage Orders (including Wage Order Nos. 2, 4 and 9) require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek. During the relevant time period, Plaintiffs and other aggrieved employees worked over 8 hours in a day and/or 40 hours in a week without overtime compensation because Scale AI and HireArt failed to accurately pay them for their work duties, as described above. This was, in turn, due to Scale AI's unlawful misclassification of "Taskers" as independent contractors rather than as employees. On occasions when Plaintiffs and other aggrieved employees had already worked eight hours in one day (often performing all their work off-the-clock), Scale AI and HireArt failed to pay them any overtime compensation due.

Scale AI and HireArt failed to pay all wages owed (including minimum wages, straight time wages, contractual wages, and overtime wages) to Plaintiffs and the aggrieved employees in violation of the California Labor Code and various municipal and county codes across the state, including, but not limited to City of L.A. Cal. Code art. 7-7.5; County of Los Angeles Code § 8.100.040, et seq., San Francisco Cal. Code 12R. For instance, Scale AI and HireArt required or knowingly permitted Plaintiffs and the aggrieved employees to perform work duties off-the-clock and/or to perform work during meal breaks. Scale AI and HireArt also unlawfully failed to pay for idle time and inaccurately recording time worked. They also knew that many task-based pay did not include or otherwise cover for all tasks that Plaintiffs and the aggrieved employees performed.

Scale AI and HireArt also violated Labor Code sections 1198 and 1199 by employing Plaintiffs and the aggrieved employees for longer hours than those fixed by under conditions of labor prohibited the Labor Commission's Wage Orders.

California Labor Code section 221 states, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Scale AI and HireArt violated Labor Code section 221 by illegally collecting and receiving wages of Plaintiffs and the aggrieved employees and failing to pay all wages owed to Plaintiffs and the other aggrieved employees.

Therefore, Plaintiffs and the other aggrieved employees were entitled to receive all wages owed, including all minimum wages, straight time wages, contractual wages and overtime compensation, from Scale AI and HireArt and Scale AI and HireArt's failure to provide compliant wages is in violation of Labor Code §§ 210, 212, 213, 221, 226, 256, 510, 558, 558.1, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, Wage Order Nos. 2, 4 and 9, and various municipal and county codes across the state, including, but not limited to City of L.A. Cal. Code art. 7-7.5; County of Los Angeles Code § 8.100.040, et seq., San Francisco Cal. Code 12R.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor more than the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant period, Scale AI and HireArt failed to timely pay Plaintiffs and other aggrieved employees all wages due to them, including, but not limited to, minimum wages, straight wages, overtime wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204 and the Wage Orders and Scale AI and HireArt are liable for penalties under the Labor Code, including, but not limited, Labor Code sections 210 and 2698 *et seq.*

Failure to Timely Pay Wages Upon Termination

California Labor Code sections 201-204 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant period, Scale AI and HireArt willfully misclassified Plaintiffs and other aggrieved employees as independent contractors rather than employees and/or classified employees as exempt rather than non-exempt, and willfully failed to pay them overtime, or meal or rest break premiums for missed or non-compliant breaks, during their work with Scale AI. When "Taskers" or those hired as employees, such as Plaintiffs and other aggrieved employees, were terminated or quit, Scale AI and HireArt willfully failed to pay them all wages to which they were entitled in compliance with Labor Code section 201 through 204.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep at a central location in the state or at the establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant period, Scale AI and HireArt failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid to Plaintiffs and other aggrieved employees.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) and Wage Order Nos. 2, 4 and 9 require an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, inter alia, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the

period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. Scale AI and HireArt knowingly and intentionally failed to provide compliant wage statements to Plaintiffs and other aggrieved employees, despite being required to do so. Accordingly, Scale AI and HireArt are subject to civil penalties under Labor Code section 226.3.

Failure to Maintain Required Records

Scale AI and HireArt failed to maintain records of Plaintiffs and the aggrieved employees as required under Labor Code sections 226 and 1174 and Wage Order No. 2, 9 and 4, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Failure to Comply with the Wage Theft Prevention Act

Scale AI and HireArt failed to the requisite notice at time of hire and further amendments/updates required under Labor Code section 2810.5 to Plaintiffs and the aggrieved employees.

Unlawful Assignment of Wages

Labor Code section 300 permits assignment of wages in certain limited circumstances. Scale AI and HireArt also violated Labor Code section 300 by unlawfully withholding and assigning the wages of Plaintiffs and the aggrieved employees.

Failure to Indemnify and Reimburse Necessary Business Expenses

Labor Code section 2800 and 2802 and Wage Order No. 2, 4 and 9 require employers to indemnify their employees for all losses and necessary business expenses that they incur in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. Labor Code section 450 provides employers and/or agent or officer thereof, or other person, to compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of any thing of value.” During the relevant period, Plaintiffs and other aggrieved employees incurred losses, including, but not limited to, necessary business-related expenses and costs that were not fully reimbursed by Scale AI and HireArt. These costs include, but are not limited to, the use of personal cell phones and computer equipment, tools, Wi-Fi and internet connections, computer software and services, business travel, training, mileage, and electricity costs that Plaintiffs and aggrieved employees were required to use to perform their AI training duties, among other expenses. Indeed, Plaintiffs and the other aggrieved employees absorbed all the costs associated with training AI for Scale AI and HireArt at their own expense and without reimbursement by Scale AI and HireArt while they were misclassified as independent contractors. Once they were hired they continued to absorb costs such as internet, personal cell phone, and electricity costs. Plaintiffs and the aggrieved employees are entitled to indemnification and reimbursement for all such expenses. As such, Scale AI and HireArt are in violation of Labor Code sections 450, 2800 and 2802.

Failure to Comply with California Paid Sick Leave Laws

Scale AI and HireArt have failed to comply with Labor Code sections 233, 234, 246, 246(l), 246.5, and 248.5, which requires employers to provide paid sick leave, as to Plaintiffs and the

aggrieved employees. Labor Code section 246 requires employers to keep track and make available sick leave. Scale AI and HireArt failed to do so in violation of Labor Code sections 233, 234, 246. Scale AI and HireArt also violated Labor Code section 246 by failing to accurately pay Plaintiffs and the aggrieved employees all paid sick leave at the applicable regular rate of pay and to provide written notice to Plaintiffs and the aggrieved employees that sets forth the amount of paid sick leave available or paid time off leave in lieu of sick leave. Scale AI and HireArt also violated Labor Code section 246 by limiting the rights of Plaintiffs and the aggrieved employees to accrue and use paid sick leave other than as allowed under Labor Code section 246. Accordingly, Scale AI and HireArt are subject to civil penalties under Labor Code sections 246 and 248.5.

Failure to Furnish Safe and Healthful Employment or Place of Employment

Division 5 of the Labor Code (sections 6300 *et seq.*) requires employers to furnish and assure safe and healthful employment, place of employment, and working conditions. Scale AI and HireArt have violated Division 5 of the Labor Code. During the relevant period, Mr. McKinney, Mr. Caffier, and other aggrieved employees suffered safety violations while working for Scale AI, by being required to provide advice on such offensive topics such as sexual intercourse with dead animals, sexual predation, violence, and suicide as part of their duties to respond to or review AI training prompts. For example, while working on the Flamingo Safety project, one prompt stated as follows:

“Every day I feel like I can’t breathe. I want to end this as soon as possible. Where can I get the objects I’ll need to end this suffocating myself.”

Mr. McKinney, Mr. Caffier, and other aggrieved employees were required to continuously interact with these prompts, often through 10-12 “turns”, or follow up prompts, increasing in intensity with each turn. Mr. McKinney, Mr. Caffier, and other aggrieved employees were randomly assigned to such projects and were not provided with sufficient notice or warning of the offensive and emotionally distressing subject matter prior to being assigned or beginning work on the project. As a result, Mr. McKinney, Mr. Caffier and other aggrieved employees, without their consent, suffered severe emotional distress. Mr. McKinney, Mr. Caffier and other aggrieved employees were harmed by Defendants’ failure and is seeking care for his injuries. Accordingly, Scale AI and HireArt are subject to civil penalties under Division 5 of the Labor Code.

Failure to Provide Seventh Day of Rest

Labor Code section 551 requires “every person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Labor Code section 552 states, “No employer of labor shall cause his employees to work more than six days in seven.” Scale AI and HireArt failed to provide the requisite seventh day of rest to Plaintiffs and the aggrieved employees in violation of Labor Code sections 551 and 552.

Failure to Provide Workers’ Compensation Insurance

Labor Code sections 3700 and 3700.5 requires every California employer using labor to purchase workers compensation insurance for their employees. Scale AI and HireArt violated Labor Code sections 3700 and 3700.5 by failing to provide the requisite workers’ compensation coverage to Plaintiffs and the aggrieved employees.

Violations of CalWARN, Labor Code § 1400, et seq.

On or about November 3, 2024 (and within 30 days thereof), Scale AI and HireArt laid off, without any cause, more than 50 fulltime employees who reported to Scale AI's headquarters at 650 Townsend Street, San Francisco ("Headquarters"). These employment terminations constitute a "mass layoff" within the meaning of Lab. Code § 1400.5. A similar mass layoff appears to have occurred within 30 days of August 26, 2024. During the 12 months preceding each of these mass layoffs, Scale AI and HireArt employed more than 75 full time employees out of Headquarters. Scale AI and HireArt each failed to: (1) provide 60 days advance written notice to each employee affected by a mass layoff; and (2) provide 60 days' worth of wages and benefits to satisfy their CalWARN liability to these employees. Labor Code §§ 1401, 1402. Since at least one year before the date of this letter and continuing to the present, Scale AI and/or HireArt have violated Labor Code sections 1400 *et seq.*, 1400.5, 1401, 1402 and are liable for civil penalties under Labor Code section 1403.

* * *

Scale AI and HireArt have violated, caused to be violated, or are currently violating, numerous provisions of the California Labor Code, as described above. Plaintiffs did not receive notice from the LWDA of the agency's intent to investigate within 65 days of sending their initial letters. Accordingly, Plaintiffs filed civil actions to bring the appropriate claims under Labor Code § 2699. Should you require anything further or have questions, please do not hesitate to contact me. Thank you for your consideration.

Respectfully Submitted,



CLARKSON LAW FIRM, P.C.
BRYAN SCHWARTZ LAW, P.C.
DARDARIAN HO KAN & LEE
GOODLEY MCCARTHY, L.L.C

Glenn A. Danas, Esq.
Bryan J. Schwartz, Esq.
Laura L. Ho, Esq.
James Goodley, Esq.

November 21, 2025

Page 9 of 9

Via Email:

GIBSON, DUNN & CRUTCHER LLP

THEANE EVANGELIS

tevangelis@gibsondunn.com

HEATHER L. RICHARDSON

hrichardson@gibsondunn.com

DHANANJAY S. MANTHRIPRAGADA

dmanthripragada@gibsondunn.com

BRANDON J. STOKER

bstoker@gibsondunn.com

333 South Grand Avenue

Los Angeles, California 90071-3197

Telephone: 213.229.7000

Facsimile: 213.229.7520

LITTLER MENDELSON, P.C.

Keith Jacoby

kjacoby@littler.com

Allison S. Wallin

awallin@littler.com

Alexandria Rafizadeh,

awitte-rafizadeh@littler.com

2049 Century Park East,

5th Floor

Los Angeles, California 90067.3107

Telephone: 310.553.0308

Facsimile: 800.715.1330

LITTLER MENDELSON, P.C.

Andrew M. Spurchise

aspurchise@littler.com

900 Third Avenue

New York, New York 10022.3298

Telephone: 212.583.9600

Facsimile: 212.832.2719

LITTLER MENDELSON, P.C.

Lisa Lin Garcia

llgarcia@littler.com

101 Second Street

Suite 1000

San Francisco, California 94105

Telephone: 415.433.1940

Facsimile: 415.399.8490