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10 as Aggrieved Employees, and on behalf of all other

11 Aggrieved Employees

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

13 **FOR THE COUNTY OF SAN BERNARDINO**

14 MELISSA VILLALPANDO, BERTHA
15 MARTINEZ, as Aggrieved Employees, and on
16 behalf of all other Aggrieved Employees under
17 the Labor Code Private Attorneys' General
18 Act of 2004,

19 Plaintiffs

20 v.

21 RONMOE, LLC, a California limited liability
22 company doing business as SPL GROUP; HR
23 OUTSOURCING ASSOCIATES, LLC, a
24 Delaware limited liability company; NEXT
25 LEVEL STAFFING, a California corporation;
26 and DOES 1 through 100, inclusive,

27 Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
4/15/2026 5:52 PM
By: Stephanie Garcia, DEPUTY

CASE NO.: CIVSB2611678

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiffs MELISSA VILLALPANDO and BERTHA MARTINEZ (“Plaintiffs”), as
2 Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code
3 Private Attorneys’ General Act of 2004, alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against RONMOE, LLC, a
7 California limited liability company doing business as SPL GROUP, and any of its respective
8 subsidiaries or affiliated companies within the State of California (“RONMOE”), HR
9 OUTSOURCING ASSOCIATES, LLC, a Delaware limited liability company, and any of its
10 respective subsidiaries or affiliated companies within the State of California (“HR OUTSOURCING
11 ASSOCIATES”), NEXT LEVEL STAFFING, a California corporation, and any of its respective
12 subsidiaries or affiliated companies within the State of California (“NEXT LEVEL STAFFING”),
13 (hereinafter, RONMOE, HR OUTSOURCING ASSOCIATES, and NEXT LEVEL STAFFING
14 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
15 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
16 Plaintiffs and all Aggrieved Employees that worked for Defendants during the PAGA Period.
17 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
18 200, 201, 201.3, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3, 245, 246, 432, 1198, 1198.5, 2100,
19 2800, 2802, and applicable Wage Orders. Plaintiffs seek to represent all current and former
20 employees that worked for Defendants during the PAGA Period. On all other claims mentioned
21 herein, Plaintiffs seek to represent only non-exempt current and former employees that worked for
22 Defendants during the PAGA Period. Collectively, these employees are herein referred to as
23 “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice was
24 submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

25 **PARTIES**

26 2. Plaintiff MELISSA VILLALPANDO (“VILLALPANDO”) is a resident of the State
27 of California. At all relevant times herein, VILLALPANDO is informed and believes, and based
28 thereon alleges, that Defendants employed VILLALPANDO as a non-exempt employee with duties

1 that included, but were not limited to, various tasks of a warehouse clerk including but not limited
2 to checking in and out drivers and paperwork related to the shipment of loads. VILLALPANDO is
3 informed and believes, and based thereon alleges, that VILLALPANDO worked for Defendants
4 from approximately July of 2022 through approximately April of 2025.

5 3. Plaintiff BERTHA MARTINEZ ("MARTINEZ") is a resident of the State of
6 California. At all relevant times herein, MARTINEZ is informed and believes, and based thereon
7 alleges, that Defendants employed MARTINEZ as a non-exempt employee with duties that
8 included, but were not limited to, various tasks of a receiving clerk including but not limited to keep
9 count of merchandise and preparing labels, receipts, and receiving sheets related to orders.
10 MARTINEZ is informed and believes, and based thereon alleges, that MARTINEZ worked for
11 Defendants from approximately March of 2022 through approximately March of 2025.

12 4. Plaintiffs are informed and believe and based thereon allege that defendant
13 RONMOE is, and at all times relevant hereto was, a limited liability company organized and existing
14 under and by virtue of the laws of the State of California and doing business in the County of San
15 Bernardino, State of California. At all relevant times herein, RONMOE employed Plaintiffs and
16 Aggrieved Employees within the State of California.

17 5. Plaintiffs are informed and believe and based thereon allege that defendant HR
18 OUTSOURCING ASSOCIATES is, and at all times relevant hereto was, a limited liability company
19 organized and existing under and by virtue of the laws of the State of Delaware and doing business
20 in the County of San Bernardino, State of California. At all relevant times herein, HR
21 OUTSOURCING ASSOCIATES employed Plaintiffs and Aggrieved Employees within the State
22 of California.

23 6. Plaintiffs are informed and believe and based thereon allege that defendant NEXT
24 LEVEL STAFFING is, and at all times relevant hereto was, a corporation organized and existing
25 under and by virtue of the laws of the State of California and doing business in the County of San
26 Bernardino, State of California. At all relevant times herein, NEXT LEVEL STAFFING employed
27 Plaintiffs and Aggrieved Employees within the State of California.

28 7. The true names and capacities, whether individual, corporate, associate, or otherwise,

1 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
2 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
3 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
4 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
5 Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities
6 of the defendants designated hereinafter as DOES when such identities become known.

7 **JOINT LIABILITY ALLEGATIONS**

8 8. Plaintiffs are informed and believe, and based thereon allege, that each defendant
9 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
10 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
11 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
12 to "Defendants," it shall include RONMOE, HR OUTSOURCING ASSOCIATES, NEXT LEVEL
13 STAFFING, and any of their parent, subsidiary, or affiliated companies within the State of
14 California, as well as DOES 1 through 100 identified herein.

15 9. Plaintiffs are informed and believe and based thereon allege that all the times
16 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
17 representative, joint venture, or co-conspirator of each of the other defendants, either actually or
18 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
19 employment, joint venture, and conspiracy.

20 10. All of the acts and conduct described herein of each and every corporate defendant
21 was duly authorized, ordered, and directed by the respective and collective defendant corporate
22 employers, and the officers and management-level employees of said corporate employers. In
23 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
24 their said employees, agents, and representatives, and each of them; and upon completion of the
25 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
26 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
27 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
28 aforementioned corporate employees, agents and representatives.

11. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, are joint employers.

JURISDICTION

12. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

13. Venue is proper in San Bernardino County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, San Bernardino County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiffs and Defendants were due to be performed; the county in which the employment contract, or part of it, between Plaintiffs and Defendants were actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Aggrieved Employees in San Bernardino County, and Defendants employ Aggrieved Employees in San Bernardino County.

PAGA REPRESENTATIVE ALLEGATIONS

14. Plaintiffs are “Aggrieved Employees” under PAGA, as Plaintiffs were employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all other Aggrieved Employees of Defendants during the PAGA Period.

15. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

16. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees such as Plaintiffs to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3 on behalf of Plaintiffs and all other Aggrieved Employees within the PAGA Period.

1 17. Pursuant to Labor Code section 2699.3, on or around September 19, 2025, Plaintiffs
2 provided written notice of Defendants' violation of various provisions of the Labor Code to the
3 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

4 18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
5 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
6 calendar days of the PAGA Notice.

7 19. Plaintiffs also provided Defendants, and each of them, with notice under Labor Code
8 section 2810.3, subdivision (d) that Plaintiffs would seek to hold them liable for each other's wage
9 and hour violations under Labor Code section 2810.3 on August 7, 2025 by certified mail with return
10 receipt requested.

11 20. To the extent Defendants, or either of them, previously used the notice and cure
12 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
13 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
14 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
15 conference process pursuant to section 2699.3(f).

16 21. In the event that Defendants, or either of them, is/are determined to have satisfied
17 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
18 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
19 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

20 22. In the event that Defendants, or either of them, is/are determined to have, prior to
21 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from
22 Plaintiffs and/or Plaintiffs' counsel, adequately taken all reasonable steps to be in compliance with
23 all provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant
24 to section 2699(g)(1)-(3).

25 23. In the event that Defendants, or either of them is/are deemed to have adequately taken
26 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
27 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
28 Code section 2699(h)(1)-(3).

24. In the event, the LWDA and/or a court issued a finding or determination to the Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them, would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FACTUAL ALLEGATIONS

25. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew, or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved Employees were not receiving all wages owed for work that was required to be performed.

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages.

27. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiffs and Aggrieved Employees to complete pre-shift tasks before clocking in, to work through rest periods, and to clock out for meal periods and continue working.

1 28. Moreover, upon information and belief, Defendants detrimentally rounded, edited
2 and/or manipulated time entries so the hours recorded were less than the hours actually worked.

3 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
5 Wage Orders based on their continued failure to pay minimum and overtime wages for all hours
6 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
7 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are
8 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
9 such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for
10 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
11 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
12 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
14 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
15 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
16 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
17 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
18 Aggrieved Employees lawful meal periods by, interrupting their meal periods; not providing timely
19 meal periods; failing to provide first and second meal periods; providing short meal periods,
20 including without, limitation meal periods that were recorded for less than thirty minutes, and meal
21 periods that may appear on the record to be thirty minutes or longer but in practice were shorter than
22 thirty minutes due to interruptions and requests to get back to work due to work demands. Plaintiffs
23 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are
24 informed and believe, and based thereon allege, that Defendants violated Labor Code sections 512
25 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
26 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
27 during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and
28 believe that those premium payments under Labor Code section 226.7 were not made for these non-

1 compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus be
2 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
3 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing
4 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
5 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that
6 Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or oppressive.
7 As such, Defendants are further liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
11 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
12 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
13 and complete ten-minute rest periods in which the employees are completely relieved of all of their
14 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
15 rest periods by, without limitation, failing to provide rest periods all together; failing to provide rest
16 periods that were at least ten minutes in length, including rest periods that were shorter than ten
17 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
18 than ten uninterrupted minutes due to, without limitation, working during rest periods and requests
19 to return to work earlier due to work demands. Plaintiffs and other Aggrieved Employees personally
20 suffered these violations. Consequently, Plaintiffs are informed and believe, and based thereon
21 alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
22 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
23 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
24 Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
25 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
26 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
27 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
28 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking

1 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
2 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
3 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
4 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
5 pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 32. As a result of, among other things, Defendants' herein-described policy or practice
7 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
8 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
9 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
10 are informed and believe, and based thereon alleges, that Defendants also intentionally failed and
11 continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
12 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee; and other such information as required by Labor Code
15 section 226, subdivision (a). Consequently, Plaintiffs are informed and believe, and based thereon
16 allege, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
17 Employee during the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee
18 personally suffered these violations and was owed penalties under Labor Code section 226 for each
19 pay period worked during the PAGA Period. Plaintiffs are informed and believe that those penalties
20 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
21 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
22 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
23 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
24 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
25 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
27 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
28 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,

1 failing to pay all overtime wages owed, all minimum wages; all premium pay owed, vacation pay
2 and paid time off, as set forth above, among other things. Consequently, Plaintiffs are informed and
3 believe, and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and
4 1198 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiffs
5 and each Aggrieved Employee personally suffered these violations and was owed penalties under
6 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiffs
7 are informed and believe that those penalties under Labor Code section 203 were not made for these
8 violations of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil
9 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
10 2699(e)(1) and 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that
11 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
12 oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code
13 section 2699(f)(2)(B)(ii).

14 34. Plaintiffs are informed and believes, and based thereon alleges that Defendants also
15 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
16 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for use of personal
17 cellular phone for work purposes, in direct consequence of the discharge of their duties, or of their
18 obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802,
19 and other statutory and common law offenses. As a result, Plaintiffs and other Aggrieved
20 Employees have personally suffered these violations and Defendants are liable to reimburse
21 Plaintiffs and other Aggrieved Employees for these costs incurred in furtherance of work duties.
22 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
23 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
24 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and
25 was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
26 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
28 and have a policy or practice of failing to pay Plaintiffs and other Aggrieved Employees their paid

1 time off and vacation time owed upon separation of employment as wages at their final rate of pay
2 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiffs and other
3 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
4 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
5 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
6 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and
7 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
8 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 36. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
10 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
11 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
12 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
13 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
14 any calendar month, shall be paid for between the 1st and 10th day of the following month."
15 Plaintiffs are informed and believe and based thereon allege that Defendants did not and do not pay
16 Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in
17 accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based
18 thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other
19 Aggrieved Employees have personally suffered these violations. As such, Defendants would be
20 liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive
21 relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
22 thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
23 fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant
24 to Labor Code section 2699(f)(2)(B)(ii).

25 37. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
26 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
27 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
28 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required

1 to be provided pursuant to California and local laws. Plaintiffs are further informed and believe that
2 the sick pay was not provided at the proper regular of pay as required under California law due to
3 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
4 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
5 as contemplated under California and local laws, including, without limitation, under Labor Code
6 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
7 without retaliation. Plaintiffs are additionally informed and believe that the notice requirement of
8 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
9 injury reporting. Plaintiffs are thus informed and believe that Defendants violated these Labor Code
10 sections, as well as Labor Code section 1198. As such, Plaintiffs and other Aggrieved Employees
11 have personally suffered violations under these sections and Defendants would be liable for civil
12 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
13 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
14 Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct
15 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
16 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 38. Plaintiffs are informed and believes, and based thereon allege, as follows:
18 Defendants knew or should have known it imposed systematic quota and production demands on
19 Plaintiffs and other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved
20 Employees under Labor Code sections 2100, *et seq.* Specifically, Plaintiffs are informed and
21 believe, and based thereon allege, that Defendants had a duty to ensure its production
22 demands/quotas did not prevent Plaintiffs and Aggrieved Employees from complying with laws
23 pertaining to meal periods, rest periods, bathroom breaks (including, without limitation, reasonable
24 travel time to and from bathroom facilities), and/or exposing them to safety or Occupational Safety
25 and Health Administration ("OSHA") hazards. Defendants, or some of them, constitute a "covered
26 employer" and its warehouse employees are "covered employees." Defendants, or some of them,
27 implement quotas as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiffs and
28 Aggrieved Employees to adverse employment actions as defined in Labor Code section 2102.

1 Furthermore, Defendants, or some of them, willfully, knowingly and intentionally established
2 quotas that harmed Plaintiffs and Aggrieved Employees all to increase Defendants' profits without
3 concern for employee safety. Defendants, in fact, tracked meals, rest, and recovery periods, that
4 were not provided and did nothing to change its policies and practices. Defendants also restricted
5 and monitored the use of bathroom facilities and charged the time Plaintiffs and Aggrieved
6 Employees used the bathroom against their quota. In other words, Plaintiffs and Aggrieved
7 Employees who did not wait to use the restroom during meal or rest periods or before or after their
8 shift, were penalized for not meeting the quota either through reprimands, warnings, and
9 termination. Defendants maintained a point system designed to prevent Plaintiffs and Aggrieved
10 Employees from complying with California law as alleged in this Notice and systematically used to
11 punish Plaintiffs and Aggrieved Employees. Furthermore, Defendants prevented compliance with
12 California's meal and rest break laws and failed to consider meal and rest breaks as productive time
13 when Plaintiffs and Aggrieved Employees were required to remain on call in violation of Labor
14 Code section 2103, subdivision (b). Plaintiffs and Aggrieved Employees were not permitted to take
15 compliant meal breaks, rest breaks, and/or rest and recovery periods when requested, due to
16 Defendants' unlawful policy and practice to favor production goals over the rights of Plaintiffs and
17 Aggrieved Employees. Consequently, Plaintiffs and other Aggrieved Employees were not provided
18 with meal periods (or second meal periods); and/or authorized or permitted to take rest periods
19 (including second or third rest periods); and/or recovery periods; and Defendants' policies prevented
20 Aggrieved Employees from taking these meal, rest and/or recovery periods as required by California
21 law. Furthermore, Defendants did not provide Plaintiffs and Aggrieved Employees a written
22 description of each quota that was applicable to Plaintiffs and Aggrieved Employees; maintained
23 secret (undisclosed) quotas; and failed to provide written disclosures each and every time quotas
24 changed either seasonally, daily, hourly, weekly and/or monthly. This includes the number of tasks
25 to be performed or materials that must be produced or handled within a time period, and any
26 potential adverse employment action that could result from failing to meet the quota. This
27 information has not been given by Defendants to Plaintiffs and Aggrieved Employees, including
28 when hired, commencing on January 1, 2022 to the present. Additionally, Defendants changed the

1 “quota” regularly without notice, as often as per pay period. Defendants were also required to
2 provide a new written quota disclosure each and every time the quota changed and failed to do so
3 since the Notice was provided. Defendants failed to produce Plaintiffs’ written quota disclosure
4 upon written request pursuant to Labor Code sections 2100 through 2112, and failed to provide
5 written disclosures to Plaintiffs and Aggrieved Employees, including new hires, since January 1,
6 2022, as well as to current employees each time the quota changed. Defendants had and has a policy
7 and practice of taking adverse employment action against Plaintiffs and Aggrieved Employees for
8 failing to meet a quota that does not allow Plaintiffs and Aggrieved Employees to comply with meal
9 and rest periods, or occupational health and safety laws in the Labor Code or Division Standards, or
10 for failure to meet a quota that has not been disclosed to Plaintiffs and Aggrieved Employees
11 pursuant to Labor Code section 2101. Defendants thus violated Labor Code sections 2100 through
12 2112. Plaintiffs and the Aggrieved Employees personally suffered these violations, which in turn
13 would entitle Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code
14 sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code
15 sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiffs further informed and believe, and based
16 thereon allege, that Defendants’ conduct above gave rise to such violations and was malicious,
17 fraudulent, or oppressive, particularly given, among other reasons, Defendants have been sued for
18 these violations in the past. Thus, Defendants would further be liable for civil penalties pursuant to
19 Labor Code section 2699(f)(2)(B)(ii).

20 39. In addition to the above, Plaintiffs are informed and believe, and based thereon
21 alleges that Defendants failed and continue to fail to keep adequate or accurate time records
22 including wage statements and similar payroll documents under Labor Code section 226, documents
23 signed to obtain or hold employment under Labor Code section 432, personnel records under Labor
24 Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs
25 and other Aggrieved Employees to calculate their unpaid wages and/or premium payments.
26 Defendants also failed to provide these documents to Plaintiff and other Aggrieved Employees upon
27 request on June 3, 2025, and June 4, 2025 in violation of these Labor Code sections. Plaintiffs and
28 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiffs

1 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
2 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
3 and 2699. Plaintiffs are further informed and believe, and based thereon alleges, that Defendants'
4 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
5 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 required or require the execution of a release of claim or right on account of wages due, or to become
8 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
9 being paid, to execute a statement of the hours worked during a pay period in which Defendants
10 knew to be false. As such, Plaintiffs are informed and believe, and based thereon allege that
11 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiffs and other Aggrieved
12 Employees have personally suffered these violations. Plaintiffs are further informed and believe,
13 and based thereon allege, that Defendants' conduct above gave rise to such violations and was
14 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
15 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
16 Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 41. Because Defendants refused to provide Plaintiffs' personnel file on June 3, 2025 and
19 June 4, 2025, Plaintiffs are unable to provide specifics regarding the exact documents, and language
20 therein, that Plaintiffs were required to sign, Nevertheless, Plaintiffs recall, and thus Plaintiffs are
21 further informed and believe, and based thereon allege, that Defendants failed and refused, and
22 continue to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5
23 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Plaintiffs
24 and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their
25 employment; any allowances claimed as part of the minimum wage; the regular payday designated
26 by Defendants; the name of the employer, including any "doing business as" names used by the
27 employer; the physical address of the employer's main office and the telephone number of the
28 employer; the name, address and telephone number of the workers' compensation insurance carrier;

1 information regarding paid sick leave; and other pertinent information required to be disclosed by
2 Defendants under Labor Code section 2810.5. Plaintiffs are informed and believe that Defendants'
3 failure to provide such information, including rates of pay that are in effect, has permitted
4 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
5 and overtime wage laws in California. Plaintiffs are informed and believe that Defendants violated
6 Labor Code sections 1198 and 2810.5. Plaintiffs and other Aggrieved Employees personally
7 suffered these violations. Plaintiffs are further informed and believe, and based thereon alleges, that
8 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
9 oppressive. Among other relief, employees may collect from Defendants in connection with these
10 violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
11 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
12 pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
14 and have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
15 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
16 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
17 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
18 personally suffered violations thereto and Defendants would be liable for civil penalties pursuant to
19 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
20 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
21 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
22 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 43. Plaintiffs, in Plaintiffs' representative capacity, seek civil penalties under Labor
24 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
25 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
26 Employees pursuant to PAGA.

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28 ///

1 **FIRST AND ONLY CAUSE OF ACTION**

2 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

3 44. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
4 preceding paragraphs as though fully set forth herein.

5 **Civil Penalties Under Labor Code § 210**

6 45. At all relevant times herein, Labor Code section 204, requires and required that:
7 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
8 between the 16th and 26th day of the month during which the labor was performed, and labor
9 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
10 between the 1st and 10th day of the following month.”

11 46. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
14 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
15 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

18 47. At all relevant times herein, Defendants have had a consistent policy or practice of
19 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
20 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
21 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
22 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
23 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
24 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
25 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
26 violation in connection with each payment that was made in violation of Labor Code section 204.

27 **Civil Penalties Under Labor Code § 226.3**

28 48. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)

1 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
2 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
3 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

5 49. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
6 this section are in addition to any other penalty provided by law.”

7 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
8 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
9 intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements
10 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
11 address of each employer with whom they have been placed to work; all applicable hourly rates in
12 effect during the pay period and the corresponding number of hours worked at each hourly rate; ;
13 and other such information as required by Labor Code section 226, subdivision (a).

14 51. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
15 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
16 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
17 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
18 period for each subsequent violation.

19 Violation of Labor Code § 558

20 52. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
21 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
22 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
23 penalty as follows:

24 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
25 pay period for which the employee was underpaid in addition to an amount sufficient
26 to recover underpaid wages;

27 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
28 employee for each pay period for which the employee was underpaid in addition to

1 an amount sufficient to recover underpaid wages;

2 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

3 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
4 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
5 regulating wages, hours and days of work described herein, including but not limited to Labor Code
6 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

7 54. As a direct and proximate result of the herein-described Labor Code violations,
8 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
9 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
10 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
11 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

12 Violation of Labor Code § 1174.5

13 55. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
14 required every person employing labor in California to “[a]llow any member of the commission or
15 the employees of the Division of Labor Standards Enforcement free access to the place of business
16 or employment of the person to secure any information or make any investigation that they are
17 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
18 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
19 or papers of the person.”

20 56. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
21 every person employing labor in California to “[k]eep a record showing the names and addresses of
22 all employees employed and the ages of all minors.”

23 57. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
24 every person employing labor in California to “[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
27 piece rate paid to, employees employed at the respective plants or establishments. These records
28 shall be kept in accordance with rules established for this purpose by the commission, but in any

1 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
2 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
3 earned.”

4 58. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
5 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
6 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
7 member of the commission or employees of the division to inspect records pursuant to subdivision
8 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

9 59. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
10 willfully failed to keep adequate or accurate time records including wage statements and similar
11 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
12 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
13 under Labor Code section 1174.

14 60. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
17 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

18 Violation of Labor Code § 1197.1

19 61. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
20 person acting either individually or as an officer, agent, or employee of another person, who pays
21 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
22 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
23 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
24 Section 203 as follows:

- 25 (1) For any initial violation that is intentionally committed, one hundred dollars
26 (\$100) for each underpaid employee for each pay period for which the
27 employee is underpaid. This amount shall be in addition to an amount
28 sufficient to recover underpaid wages, liquidated damages pursuant to Section

1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

62. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay, as described above.

63. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

64. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor 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 Labor Code section 2699.3.

65. Plaintiffs are informed and believe, and based thereon allege that Defendants, and

each of them, violated the Labor Code sections described in the preceding paragraphs.

66. As such, Plaintiffs and Aggrieved Employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

67. Moreover, Plaintiffs and other Aggrieved Employees within the State of California whom Plaintiffs seek to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

PRAYER

WHEREFORE, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for judgment against Defendants as follows:

- A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- C. For equitable, including, without limitation, injunctive relief;
- C. Pre-judgment and post-judgment interest;
- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

Dated: April 15, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Molly Desario

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VILLALPANDO and BERTHA MARTINEZ,
as Aggrieved Employees, and on behalf of all
other Aggrieved Employees