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Attorneys for Plaintiff HECTOR CHAVEZ CRUZ,
on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

HECTOR CHAVEZ CRUZ, on behalf of the
general public as private attorney general,

Plaintiff,

v.

GLOBAL METAL RECYCLING, INC., a
California Corporation and DOES 1-50,
inclusive,

Defendants.

Case No. 30-2026-01547873-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Judge Melissa R. McCormick
DEPT: CX-105

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff HECTOR CHAVEZ CRUZ (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant GLOBAL METAL RECYCLING, INC., a California Corporation and DOES 1-50, inclusive (“Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants’: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendants’ employ, (e) failure to pay wages timely during employment, (f) failure to maintain safety in the workplace, and (g) failure to provide accurate itemized wage statements. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California

1 Courts consistent with traditional notions of fair play and substantial justice.

2 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
3 Civil Procedure section 395. Defendants is doing business throughout California, including but
4 not limited to Orange County, and each Defendants is within the jurisdiction of this Court for
5 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
6 all other aggrieved employees within the State of California. Defendants employs numerous
7 aggrieved employees in in the State of California.

8 6. On information and belief, Defendants has conducted business within the State of
9 California during the purported liability period and continue to conduct business throughout the
10 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
11 similarly situated aggrieved employees within California.

12 7. The California Superior Court also has jurisdiction in this matter because on
13 information and belief there are no federal questions at issue, as the issues herein are based solely
14 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
15 California Code of Civil Procedure, the California Civil Code, and the California Business and
16 Professions Code.

17 8. On information and belief, during the statutory liability period and continuing to
18 the present ("liability period"), Defendants consistently maintained and enforced against
19 Defendants' aggrieved Employees, among others, the following unlawful practices and policies,
20 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
21 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all
22 wages earned and owed upon separation from Defendants' employ, (e) failure to pay wages timely
23 during employment, (f) failure to main safety in the workplace, and (g) failure to provide accurate
24 itemized wage statements.

25 9. On information and belief, during the statutory liability period and continuing to
26 the present, Defendants has had a consistent policy of failing to pay wages including overtime
27 wages for hours worked while subject to the control of Defendants.
28

10. On information and belief, during the statutory liability period and continuing to the present, Defendants has failed to provide meal periods to Plaintiff and aggrieved employees. Defendants has also failed to provide meal premiums for missed meal periods.

11. On information and belief, during the statutory liability period and continuing to the present, Defendants has failed to provide rest periods to Plaintiff and aggrieved employees. Defendants has also failed to provide rest premiums for missed rest periods.

12. On information and belief, during the statutory liability period and continuing to the present, Defendants has had a consistent policy of failing to timely pay wages upon separation.

13. On information and belief, during the statutory liability period and continuing to the present, Defendants has had a consistent policy of failing to timely pay wages during Plaintiff and Aggrieved Employees' employment.

14. On information and belief, during the statutory liability period and continuing to the present, Defendants has failed to provide Plaintiff and aggrieved employees accurate itemized wage statements.

15. On information and belief, during the statutory liability period and continuing to the present, Defendants failed to reimburse necessary business expenses incurred by Plaintiff and aggrieved employees.

16. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 212, 225.5, 226, 226.7, 227.3, 510, 512, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 6401.7, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

17. Plaintiff HECTOR CHAVEZ CRUZ, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in August 2017 until July 22, 2025 as a Non-Exempt Employee with the title of metal scrapper and worked during the liability period

1 for Defendants, at Defendants' Santa Ana, CA location.

2 18. As Defendants' employee, Plaintiff, and all other aggrieved employees were
3 regularly required to and subsequently suffered:

4 (a) requiring employees to work four (4) hours or a major fraction thereof without
5 being provided a minimum ten (10) minute rest period and without compensating the employees
6 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
7 rest period was not provided;

8 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
9 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
10 and without compensating employees with one (1) hour of pay at the regular rate of compensation
11 for each workday that such a meal period was not provided;

12 (c) failing to pay overtime and minimum wages;

13 (d) failing to pay timely wages upon separation from Defendants' employ;

14 (e) failing to pay timely wages during employment;

15 (f) failing to provide accurate itemized wage statements;

16 (g) failing to provide a safe workplace;

17 19. On information and belief, Defendants willfully failed to pay all earned wages in
18 the form regular wages and overtime wages, to its Non-Exempt Employees and members of the
19 Representative Group; nor have Defendants returned to Plaintiff or members of the
20 Representative Group, upon or after separation from employment with Defendants, all wages
21 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
22 general public as private attorney general and all other aggrieved employees.
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24 **B. Defendants**

25 20. Defendant, GLOBAL METAL RECYCLING, INC., a California Corporation that
26 operates as a waste management business. Defendant operates statewide in California. Plaintiff
27 estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have
28 worked for Defendants over the last year.

1 21. Other than identified herein, Plaintiff is unaware of the true names, capacities,
2 relationships and extent of participation in the conduct alleged herein, of the Defendants sued as
3 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants are
4 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants
5 by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
6 are ascertained.

7 22. Plaintiff is informed and believes and thereon alleges that each Defendants, directly
8 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
9 Representative Group, and exercised control over their wages, hours, and working conditions.
10 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects
11 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
12 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
13 attributable to the other Defendants.

14 **IV. GENERAL ALLEGATIONS**

15 23. At all times set forth herein, Defendants employed Plaintiff and other persons in
16 the capacity of non-exempt positions, however titled, throughout the state of California.

17 24. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
18 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
19 rules and regulations of the IWC California Wage Orders.

20 25. Defendants continue to employ Non-Exempt Employees, however titled, in
21 California and implement a uniform set of policies and practices to all non-exempt employees, as
22 they were all engaged in the generic job duties related to Defendants' business.

23 26. Plaintiff is informed and believes, and thereon alleges, that Defendants is and was
24 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
25 the requirements of California's wage and employment laws.

26 27. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
27 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
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1 week.

2 28. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
3 Employees based upon an hourly rate.

4 29. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
5 Employees typically worked five-six (5-6) days a week.

6 30. Plaintiff is informed and believes that the Aggrieved Employees were required to
7 keep similar schedules.

8 31. During the liability period, Defendants failed to compensate Plaintiff and
9 Aggrieved Employees for all hours worked, resulting in underpayment of minimum and overtime
10 wages.

11 32. Plaintiff and Aggrieved Employees frequently had interrupted meal and rest
12 periods when they were on a meal or rest period and asked to perform work duties.

13 33. During the relevant time, as a consequence of Defendants' staffing and scheduling
14 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
15 provide Plaintiff and Aggrieved Employees timely, legally compliant uninterrupted 30-minute
16 meal periods on shifts over five hours as required by law.

17 34. On information and belief, Plaintiff and Aggrieved Employees did not sign a meal
18 waiver.

19 35. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
20 meal periods.

21 36. Despite the above-mentioned meal period violations, Defendants failed to
22 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
23 one additional hour of pay at their regular rate as required by California law when meal periods
24 were not timely or lawfully provided in a compliant manner.

25 37. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
26 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
27 entitled to receive premium wages based on their regular rate of pay under California Labor Code
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1 § 226.7 but were not receiving such compensation.

2 38. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
3 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
4 period for every four hours worked or major fraction thereof, which is a violation of the California
5 Labor Code and IWC wage order.

6 39. Defendants maintained and enforced scheduling practices, policies, and imposed
7 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
8 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
9 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
10 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

11 40. Plaintiff and Aggrieved Employees were not allowed to leave the premises during
12 meal or rest breaks.

13 41. Despite the above-mentioned rest period violations, Defendants did not compensate
14 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
15 pay at their regular rate as required by California law, including California Labor Code § 226.7
16 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
17 and permitted.

18 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
19 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive
20 all wages owed to them during their employment. Plaintiff and the other Aggrieved Employees
21 did not receive payment of all wages, including overtime and minimum wages and meal and rest
22 period premiums, within any time permissible under California Labor Code section 204.

23 43. During the relevant time period, Defendants failed to pay Plaintiff and the other
24 Aggrieved Employees all wages within any time permissible under California law, including, *inter*
25 *alia*, California Labor Code section 204.

26 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
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thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages, meal and rest period premiums, and any associated profit shares earned by Plaintiff and Aggrieved Employees which Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

45. Defendants violated Labor Code section 6401.7 by failing to provide a safe workplace. Specifically, they neglected required safety and training obligations, as employees consistently reported hazardous working conditions, the absence of protective equipment, and a lack of formal training for assigned job duties.

46. Upon information and belief, Defendants knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to pay timely wages upon separation from Defendants' employ;

(e) failing to provide accurate wage statements; and

(f) failing to ensure safe working conditions.

47. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully,

1 knowingly, recklessly, and/or intentionally failed to do so.

2 48. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
3 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
4 Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding
5 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

6 **V. REPRESENTATIVE CLAIMS**

7 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

8 49. Plaintiff incorporates by reference and re-alleges each and every allegation
9 contained above, as though fully set forth herein.

10 50. PAGA is a mechanism by which the State of California can enforce state labor laws
11 through the employee suing under the PAGA who do so as the proxy or agent of the state’s labor
12 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
13 law enforcement action designed to protect the public and not to benefit private parties. The
14 purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing”
15 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
16 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
17 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
18 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

19 51. Plaintiff brings this Representative Action on behalf of the State of California with
20 respect to himself and all other individuals who are or previously were employed by Defendants
21 as non-exempt California employees during the applicable statutory period (the “aggrieved
22 employees”).

23 52. On December 11, 2025 Plaintiff complied with notice requirements pursuant to
24 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
25 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
26 that the notice requirement has been satisfied. Sixty five (65) days have passed and the LWDA
27 has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action
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1 in a representative capacity. The substance and violations set forth in this Complaint of which the
2 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
3 Action Complaint to the LWDA.

4 53. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
5 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
6 Employees of Defendants.

7 54. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
8 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
9 including without limitation Labor Code section 201-204, 212, 225.5, 226, 226.3, 510, 512, 558,
10 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 6401.7, and, 2698 *et seq.*, applicable IWC Wage
11 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

12 55. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
13 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
14 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
15 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
16 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
17 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
18 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
19 (8) hours in a day on the seventh day of work in a particular work week.

20 56. Defendants also willfully violated Labor Code sections 201-203 by failing to
21 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
22 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
23 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
24 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
25 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
26 The penalty cannot exceed 30 days of wages.

27 57. Plaintiff and all other aggrieved employees who were separated from employment
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1 are entitled to compensation for all forms of wages earned, including but not limited to
2 compensation minimum and overtime wages, but to date have not received such compensation,
3 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

4 58. On information and belief, Defendants willfully failed to pay all wages due and
5 owing upon separation from employment. These wages include minimum and overtime wages.

6 59. On information and belief, Defendants willfully failed to pay all wages due and
7 owing during employment. These wages include minimum and overtime wages.

8 60. Defendants failed to provide Plaintiff and all other aggrieved employees
9 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
10 and enforced policies of on duty meal period practices which required employees to work during
11 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
12 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
13 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof
14 at time of trial.

15 61. Plaintiff, and on information and belief, all aggrieved employees, were
16 systematically not permitted or authorized to take ten minute rest periods for every four hours
17 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
18 Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour
19 of wages for every day in which a rest period was missed or untimely as a result of Defendants'
20 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period
21 for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and
22 by failing to provide compensation for such non-provided or shortened rest periods, as alleged
23 above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
24 applicable IWC Wage Order.

25 62. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees
26 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
27 worked.
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63. California Labor Code section 6401.7 requires every employer to establish, implement, and maintain an effective Injury and Illness Prevention Program (“IIPP”), including the duty to provide employees with safe and healthy working conditions, appropriate protective equipment, and adequate safety training.

64. Defendants failed to comply with these statutory requirements by permitting and maintaining unsafe working conditions in the workplace. Numerous employees reported hazardous conditions, including but not limited to: lack of personal protective equipment, unsafe practices being tolerated or encouraged, and failure to provide any formal safety training relevant to assigned job duties.

65. Defendants' conduct constitutes a violation of Labor Code section 6401.7 because they failed to ensure that employees were provided a workplace free from recognized hazards and failed to implement adequate procedures, rules, and training to protect employee health and safety.

66. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: February 17, 2026

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff HECTOR CHAVEZ
CRUZ on behalf of the general public as
private attorney general

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Exhibit A

JAMES JH HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

December 11, 2025

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

ROBERT'S WASTE & RECYCLING, a California Corporation

Agent for Service of Process:

TIMOTHY F. SHIELDS

1601 DOVE STREET, SUITE 128

NEWPORT BEACH, CA 92660

Receipt No.: 9589 0710 5270 0078 0211 19

GLOBAL METAL RECYCLING, INC., a California Corporation

Agent for Service of Process:

SONIA CASTANEDA JOHNSON

5028 E. GLEN ARRAN LANE

ORANGE, CA 92869

Receipt No.: 9589 0710 5270 0078 0211 26

**Re: AMENDED NOTICE PURSUANT TO LABOR CODE SECTIONS
2698, *et seq.***

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff HECTOR CHAVEZ CRUZ, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, GLOBAL METAL RECYCLING, INC., a California Corporation through its Agent for Service of Process.

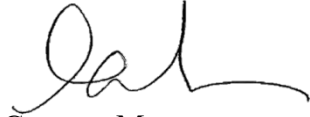
The purpose for this amended notice is to remove the improperly named defendant ROBERT'S WASTE & RECYCLING from the proposed PAGA Representative Action.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Orange County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the

Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint