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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SERGIO OSUNA, an individual, on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

MAN STAFFING, LLC, a California limited
liability company, KAMRAN STAFFING
INC., a California corporation and DOES 1-50,
inclusive,

Defendants.

Case No.: 23STCV13377

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT**

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 et seq.**

FILED
Superior Court of California
County of Los Angeles
05/30/2024

David W. Slayton, Executive Officer / Clerk of Court

By: C. Randle Deputy

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1 Plaintiffs SERGIO OSUNA, ENEDINA MENA, and YEFRI R. ZELAYA-MARQUEZ
2 bring this First Amended PAGA Representative Action Complaint on behalf of themselves, all
3 aggrieved employees, and the State of California as a Private Attorneys General, and alleges as
4 follows:

5 **NATURE OF THE ACTION**

6 1. Plaintiffs SERGIO OSUNA, ENEDINA MENA, and YEFRI R. ZELAYA-MARQUEZ
7 worked as hourly nonexempt employees for Defendants MAN STAFFING, LLC and Does 1-50
8 (collectively “Defendants”). Defendants are staffing agencies. Plaintiffs bring this action pursuant
9 to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a
10 representative basis.

11 2. Defendants failed to comply with California Labor Code requirements due to erroneous,
12 willful and intentional employment practices and policies. Plaintiffs bring this representative
13 action on behalf of themselves, all other similarly situated aggrieved employees, and the State of
14 California, based upon the claims articulated below. Plaintiffs provided notice of their claims
15 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”). The
16 LWDA has not provided any notice to any Plaintiffs following the exhaustion of the 65-day notice
17 periods required by 2699.3(a)(2)(B). Accordingly, Plaintiffs now bring this First Amended
18 Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code
19 §2698 *et seq.*

20 3. Defendants have had a consistent policy and/or practice of: (1) failing to comply with
21 California law concerning payment of lawful wage for all hours worked, including minimum
22 wages; (2) failure to pay overtime hours worked; (3) failing to provide meal periods; (4) failure to
23 authorize and permit rest periods; (5) failure to reimburse for required business expenses; (6)
24 failing to pay all wages owed twice per month; (7) failing to pay wages due upon termination; and
25 (8) failing to provide accurate itemized wage statements. Defendants are therefore liable for civil
26 penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor
27 Code §2698 *et seq.*, as described more fully herein.
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THE PARTIES

4. Plaintiff SERGIO OSUNA is a resident of the State of California and worked for Defendant Man Staffing, LLC, until January 2023, and he worked for Defendant Kamran Staffing, Inc. until December 2022, at all times at the same location, Best Quality Furniture.

5. Plaintiff ENEDINA MENA worked for Defendants in the County of Los Angeles, State of California, as a labeler and assistant lead from approximately August 2020 to March 2022.

6. Plaintiff YEFRI R. ZELAYA-MARQUEZ worked for Defendants in the County of Los Angeles, State of California, as a driver from approximately May 2021 to December 2021.

7. Defendant MAN STAFFING, LLC is a California limited liability company authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of California.

8. Plaintiffs are unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but are informed and believe and thereon allege that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues Defendants by such fictitious names, Plaintiffs will amend this complaint when their true names and capabilities are ascertained.

9. Plaintiffs are informed and believe and thereon allege that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants.

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JURISDICTION AND VENUE

10. Venue is proper in this judicial district because Defendants conduct business in this county and each Defendants have legal obligations to Plaintiffs and many of the aggrieved employees in this case that arose in this county.

1 11. The statutory penalties sought by Plaintiffs exceed the minimal jurisdictional limits of
2 the Superior Court and will be established according to proof at trial. Based on information,
3 investigation and analysis, Plaintiffs allege that the amount in controversy, including claims for
4 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
5 (\$25,000).

6 12. The California Superior Court has jurisdiction in this matter because Plaintiffs are
7 residents of California and Defendants are qualified to do business in California and regularly
8 conduct business in California. Further, there is no federal question at issue as the claims herein
9 are based solely on California law.

10 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

11 13. During the relevant time-period, Defendants committed various violations of the
12 California Labor Code as alleged below in more detail. Defendants enforce multiple policies that
13 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

14 14. This representative action represents over one hundred current and former aggrieved
15 employees.

16 15. Plaintiffs and all current and former non-exempt hourly employees of Defendants at
17 any time from September 16, 2021, until April 18, 2024 (PAGA Period), are aggrieved employees
18 within the meaning of Labor Code 2699, *et seq.* (See Labor code §2699(c).)

19 16. Defendants, and each of them, have committed the following violations of the
20 California Labor Code:

21 **Failure to Comply with California Law Concerning Payment of Lawful Wage For All**

22 **Hours Worked, Including Overtime Hours Worked**

23 (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*)

24 17. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
25 incorporate said paragraphs herein by reference.

26 18. Unpaid Wages – Rounding. Defendants round Plaintiffs and aggrieved employee
27 timecards in a manner that favors Defendants. Indeed, with Defendants' strict policies against
28 arriving to work late, Plaintiffs and aggrieved employees clock in before their shift start time and

1 this consistently benefited Defendants. However, Plaintiffs and aggrieved employees' wage
2 statements consistently show hours rounded to the nearest half-hour or hour.

3 19. The California Supreme Court has rejected the *de minimis* argument frequently echoed
4 by employers, confirming that employees are entitled to payment for all hours (and minutes)
5 worked. California law will permit a "rounding policy only 'if the rounding policy is fair and
6 neutral on its face and 'it is used in such a manner that it will not result, over a period of time, in
7 failure to compensate the employees properly for all the time they have actually worked.'" *(Troester v. Starbucks Corporation, (2018) 5 Cal. 5th 829, 846, citing See's Candy, 210*
8 *Cal.App.4th at p. 907.)* The policy utilized by Defendants is neither fair nor neutral, as it
9 consistently shaved time from Plaintiffs and aggrieved employees' hours worked, resulting in a
10 failure to compensate Plaintiffs and aggrieved employees for all hours worked.
11

12 20. Unpaid Wages – Off-the-Clock. Defendants require Plaintiffs and aggrieved
13 employees to work "off the clock," leading to underpayment of wages for all hours worked. For
14 example, Plaintiffs and aggrieved employees were required to use their cellular telephones for
15 work purposes outside of their working hours, without compensation.

16 21. Unpaid Wages – Regular Rate. Plaintiffs and aggrieved employees receive non-
17 discretionary bonuses, shift differentials, and other remuneration. However, Defendants failed to
18 incorporate all remuneration into Plaintiffs' and aggrieved employees' regular rate of pay for
19 purposes of calculating the correct overtime rate of pay and sick day rate of pay, leading to
20 underpayment to Plaintiffs and aggrieved employees.

21 22. Failure to Pay Minimum Wage. The Wage Order defines "hours worked" as "the time
22 during which an employee is subject to the control of an employer, and including all the time the
23 employee is suffered or permitted to work, whether or not required to do so." When employees,
24 like Plaintiffs and their coworkers, earning wages at or near minimum wage do not receive
25 payment for all hours worked, the result is that they are earning less than the statutory minimum
26 wages for all hours worked. Defendants have been engaged in many unlawful employment
27 practices which resulted in underpayment for hours worked each pay period, including shaving
28 time from their timecards due to employer rounding and requiring employees work off the clock.

1 **Failure to Pay All Wages Owed Twice Per Month**

2 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

3 23. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
4 incorporate said paragraphs herein by reference.

5 24. Defendants were required to pay Plaintiffs and aggrieved employees all wages earned
6 twice during each calendar month pursuant to Labor Code §204(a).

7 25. Defendants failed to pay all wages earned to employees as a result of the unlawful
8 employment policies and practices discussed herein. As a result of these practices, Plaintiffs and
9 aggrieved employees were underpaid for hours worked, including overtime and penalty wages,
10 and this underpayment resulted in a failure to pay all wages owed twice per month.

11 26. Due to these failures, Defendants are liable under Labor Code §204, 210 and 2698 *et*
12 *seq.* for failure to pay wages as required by law.

13 **Failure to Pay Wages Due Upon Termination**

14 (Cal. Labor Code §§201, 202, 203, 256 and 2698 *et seq.*)

15 27. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
16 incorporate said paragraphs herein by reference.

17 28. An employee who is discharged must be paid all of his or her wages immediately at
18 the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendants
19 knowingly and willfully failed to pay all compensation due and owed to Plaintiffs at the time
20 employment terminated. Defendants willfully failed to pay employees who are no longer employed
21 by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201
22 and 202. Plaintiffs and similarly situated individuals are now entitled to recover up to thirty (30)
23 days pay as waiting time under the terms of §203. Moreover, Defendants are liable for civil
24 penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

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(Cal. Labor Code §§200, 204, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

29. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

30. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

31. Defendants failed to pay Plaintiffs and aggrieved employees for all hours worked as a result of Defendants' practices described above, including rounding timecards to the nearest half-hour and hour and requiring off-the-clock work. Based on Defendants' unlawful conduct described above, and because Plaintiffs and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the wage order. Defendants are liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Provide Meal Periods

(Cal. Labor Code §§226.7 and 512)

32. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

33. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and aggrieved employees of all duty in order to take their first daily meal periods no later than the start of employees' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a

1 violation of Section 226.7 of the California Labor Code for an employer to require any employee
2 to work during any meal period mandated under any Wage Order.

3 34. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
4 and aggrieved employees with both meal periods as required by California law. By their failure
5 to permit and authorize Plaintiffs and aggrieved employees to take all meal periods as alleged
6 above (or due to the fact that Defendants made it impossible or impracticable to take these
7 uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the
8 California Labor Code and the applicable Wage Orders.

9 35. Under California law, Plaintiffs and aggrieved employees are entitled to be paid one
10 hour of additional wages for each workday he or she was not provided with all required meal
11 period(s), plus interest thereon.

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13 **Failure to Authorize and Permit Rest Breaks**

14 (Cal. Labor Code §§226.7)

15 36. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
16 incorporate said paragraphs herein by reference.

17 37. Defendants are required by California law to authorize and permit breaks of 10
18 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
19 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
20 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
21 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
22 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
23 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
24 the California Labor Code for an employer to require any employee to work during any rest
25 period mandated under any Wage Order.

26 38. Despite these legal requirements, Defendants failed to authorize Plaintiffs and
27 aggrieved employees to take rest breaks, regardless of whether employees worked more than 4
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1 hours in a workday. By their failure to permit and authorize Plaintiffs and aggrieved employees
2 to take rest periods as alleged above (or due to the fact that Defendants made it impossible or
3 impracticable to take these uninterrupted rest periods), Defendants willfully violated the
4 provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

5 39. Under California law, Plaintiffs and aggrieved employees are entitled to be paid one
6 hour of premium wages rate for each workday he or she was not provided with all required rest
7 break(s), plus interest thereon.

8 **Failure to Indemnify Necessary Business Expenses**

9 (Cal. Labor Code §2802)

10 40. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
11 incorporate said paragraphs herein by reference.

12 41. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing
13 to pay and indemnify the Plaintiffs and aggrieved employees for their necessary expenditures
14 and losses incurred in direct consequence of the discharge of their duties or of their obedience
15 to directions of Defendants.

16 42. As a result, Plaintiffs and aggrieved employees were damaged at least in the amounts
17 of the expenses they paid, or which were deducted by Defendants from their wages.

18 43. Plaintiffs and aggrieved employees they represent are entitled to attorney's fees,
19 expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor
20 Code section 2802(b).

21 **Failure to Provide Accurate Itemized Wage Statements**

22 (Cal. Lab. Code §§226, 248.6(d) (1)-(2), 1174, 2699 *et seq.*)

23 44. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
24 incorporate said paragraphs herein by reference.

25 45. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
26 wage statements to Plaintiffs and the aggrieved employees, and maintain accurate records, in
27 accordance with Labor Code §§ 226 and 1174.
28

1 46. Wage statements issued to employees failed to state the full legal name of the employer.
2 Further, wage statements issued by Man Staffing, LLC, failed to show the pay beginning and end
3 date.

4 47. Wage statements also failed to list the number of Covid-19 sick days available and
5 taken during the relevant statutory period. Labor Code § 248.6(d) (1)-(2) states:

6 For purposes of the enforcement of subdivision (i) of Section 246 as
7 it relates to this section, COVID-19 supplemental paid sick leave
8 shall be set forth separately from paid sick days. The employer shall
9 provide an employee with written notice that sets forth the amount of
10 COVID-19 supplemental paid sick leave that the employee has used
11 through the pay period in which it was due to be paid on either the
12 employee's itemized wage statement described in Section 226 or in
13 a separate writing provided on the designated pay date with the
14 employee's payment of wages. The employer shall list zero hours
15 used if a worker has not used any COVID-19 supplemental paid sick
16 leave.

17 48. Labor Code 246(i) (i) requires that the employer "provide an employee with written
18 notice that sets forth the amount of paid sick leave available, or paid time off leave an employer
19 provides in lieu of sick leave, for use on either the employee's itemized wage statement described
20 in Section 226 or in a separate writing provided on the designated pay date with the employee's
21 payment of wages."

22 49. Based on and as a result of the above-mentioned Labor Code violations, Defendants
23 maintained and issued inaccurate wage statements, failing to include required pay period dates,
24 hours and overtime hours worked, and Covid-19 related disclosures. Plaintiffs will seek penalties
25 as permitted under Labor Code §226 for himself and other aggrieved employees for each violation.
26 Further, Plaintiffs will seek recovery of civil penalties under Labor Code §226.3, and PAGA,
27 Labor Code §2698, *et seq.*, on behalf of the LWDA against the Defendants if authorized to file a
28 representative action on behalf of the State of California for Defendants' paystub violations.

Against Defendants for Violation of the Private Attorneys General Act (“PAGA”)
(California Labor Code §2698 *et seq.*)

51. Plaintiffs are “aggrieved employees” under PAGA, as they were employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover on behalf of themselves and all other current and former aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

53. Plaintiffs seek civil penalties pursuant to PAGA for violations Labor Code provisions cited above and herein.

55. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

56. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

57. Plaintiffs and the other current and former employees of Defendants are aggrieved employees. They were or are employed by Defendants, and each of them, and the violations alleged herein were committed against them. Plaintiffs bring this action on behalf of themselves and all other current and former aggrieved employees.

58. At the time of each violation, Defendants employed one or more employees.

59. As a result of the aforesaid wrongful and illegal conduct of Defendants, and each of them, Plaintiffs and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

60. Plaintiffs have complied with all procedural requirements of Labor Code §2699.3 prior to filing this First Amended Complaint. Plaintiffs timely served Notice online to the Labor and Workforce Development Agency (“LWDA”) and by certified mail upon Defendants. In the Notices, Plaintiffs through counsel notified the LWDA and Defendants of the specific Labor Code provisions that Defendants have violated. The LWDA did not respond to any of Plaintiffs’ Notices within the statutory timeframe, and Plaintiffs have therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiffs may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the aggrieved employees, pray for judgement against Defendants as follows:

1. An award of civil penalties pursuant to PAGA (Cal Labor Code §2698 *et seq.*) and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699 and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;

- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
3

4 DATED: May 14, 2024

KOUL LAW FIRM, APC

5
6 /s/ Nazo Koullukian

7 BY: Nazo Koulloukian, Esq.

8 Attorneys for Plaintiffs

9 DATED: May 14, 2024

MOON LAW GROUP, PC

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11 /s/ Kane Moon

12 BY: Kane Moon, Esq.

13 Attorneys for Plaintiffs
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PROOF OF SERVICE
Case No. 23STCV13377
Osuna v. Man Staffing, LLC., et al.

I, IVETTE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On May 30, 2024, I served the foregoing document described as:

FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT

 X **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail ivette@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

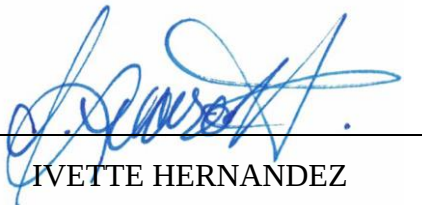
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Attorneys for Plaintiffs
Attorneys for Defendant MAN
STAFFING, LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this May 30, 2024, in Los Angeles, California.


IVETTE HERNANDEZ