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Attorneys for Plaintiff OMAR RIOS ROMERO, individually and on behalf of similarly aggrieved employees.

[Additional counsel listed after caption]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

OMAR RIOS ROMERO and OSCAR MARTINEZ, individually and on behalf of similarly aggrieved employees,

Plaintiffs,

v.

PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC; POTENTIAL INDUSTRIES, INC; and DOES 1 through 50,

Defendants.

Case No.: 22STCV22509

Assigned to: Hon. Elihu M. Berle
Department: SS-6
Complaint Filed: July 11, 2022

INDIVIDUAL AND REPRESENTATIVE ACTION

SECOND AMENDED COMPLAINT

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Breaks;
3. Failure to Pay Wages Owed;
4. Failure to Pay Accrued Sick Leave and Vacation
5. Failure to Reimburse Business Expenses;

6. Failure to Timely Pay Wages at Termination/Separation; and
7. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
8. Penalties Pursuant to Private Attorneys General Act ("PAGA")

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Attorneys for Plaintiff OSCAR MARTINEZ, individually and on behalf of similarly aggrieved employees.

Plaintiff OMAR RIOS ROMERO and Plaintiff OSCAR MARTINEZ ("Plaintiffs"), on behalf of themselves and similarly aggrieved employees, based on information and belief, complain, and allege:

INTRODUCTORY ALLEGATIONS

1. Defendants PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC; POTENTIAL INDUSTRIES, INC; and DOES 1 through 50 (collectively referred to herein as "Defendants") have been engaged in the business of staffing, recycling, and other businesses in the state of California.
2. During the applicable statutory period, Defendants have employed more than 100 people in the State of California, including Plaintiffs.
3. This individual and representative action lawsuit arises out of the following illegal employment practices committed by Defendants with respect to their non-exempt employees (including Plaintiffs and aggrieved employees):
    a. Failing to provide legally compliant meal periods,
    b. Failing to provide legally compliant rest breaks,
    c. Failing to pay all wages owed (including regular wages, minimum wages, and overtime wages),
    d. Failing to pay employees accrued sick leave and vacation benefits,
    e. Failing to reimburse employees for business expenses, and
    f. Failing to timely pay all wages owed to employees who are terminated or separated employees in a timely manner.

THE PLAINTIFF

4. At all times relevant here, Plaintiff OMAR RIOS ROMERO and Plaintiff OSCAR MARTINEZ were residents of the County of Los Angeles, State of California.
5. Plaintiff ROMERO was employed by Defendants from 2014 through on or about June 25, 2021. Plaintiff MARTINEZ was employed by Defendants from

February 2021 through January 2023.

6. At all times during their employment with Defendants, Plaintiffs were classified as a non-exempt employees and worked at Defendants' facility in the County of Los Angeles, located at 720 East E. Street, Wilmington, CA 90744.

THE DEFENDANTS

7. Defendant PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC, is an active Delaware corporation, at all times during the claims of Plaintiffs and aggrieved employees, and it was doing business in California through its headquarters at 20767 S. Avalon Blvd., Carson, California 90746 – as set forth in the Earnings Statements of Plaintiffs. Defendant POTENTIAL INDUSTRIES, INC., is an active California corporation, at all times during the claims of Plaintiffs and aggrieved employees, with its principal place of business in the County of Los Angeles, located at 720 East E. Street, Wilmington, California 90744.

8. Plaintiffs are ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, but Plaintiffs are informed and believe and thereon allege that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. As required, Plaintiffs will amend this Second Amended Complaint.

9. Plaintiffs are informed and believe and thereon allege that all Defendants herein were employers and joint employers and acted in all respects pertinent to this action as the agent of the other Defendants. Said Defendants were engaged in a joint enterprise and carried out a joint scheme, business plan and/or policy in all respects pertinent hereto, and the acts of each Defendant

is legally attributable to the other Defendants.

10. Defendants employed Plaintiffs and aggrieved employees during the applicable statutory period and during that period, Defendants consistently utilized policies and procedures in violation of Labor Code § 200, et seq., Labor Code § 500, et seq., Labor Code § 1194, et seq., Labor Code § 1197, et. seq. Labor Code § 2800, et seq., and the applicable Wage Orders issued by the California Industrial Welfare Commission.

GENERAL ALLEGATIONS

11. At all times within the applicable statutory period, Defendants have had a consistent policy of failing to provide their employees (including Plaintiffs and aggrieved employees) with at least one 30-minute unrestricted and uninterrupted meal period within the first 5 hours of their workday. To the extent Defendants' employees (including Plaintiffs and aggrieved employees) were provided with a so-called meal period, the meal period was not legally compliant because the meal periods were interrupted/cut short and because Defendants retained control over the employees during the meal period. Defendants have also failed to pay Plaintiffs and aggrieved employees who were denied legally compliant meal periods, one (1) hour of pay at the employees' regular rate of compensation for each workday that a legally compliant meal period was not provided.

12. At all times within the applicable statutory period, Defendants have had a consistent policy of failing to allow their employees (including Plaintiffs and aggrieved employees) to take rest breaks of at least ten (10) minutes per four (4) hours, or a major fraction, worked. To the extent rest breaks were provided, the breaks were not provided in the middle of the shift even though it was practicable for such breaks to be provided. Additionally, in violation of California rest break laws, Defendants retained control over the employees

during rest breaks and restricted the actions of employees during their rest breaks. Defendants also failed to pay Plaintiffs and aggrieved employees who were denied legally compliant rest breaks, one (1) hour of pay at the employees' regular rate of compensation for each workday that a legally compliant rest break was not provided.

13. At all times within the applicable statutory period, Defendants have had a consistent policy of not paying their employees (including Plaintiffs and aggrieved employees) all of the wages owed to them for all of the hours they worked (including regular and overtime wages) and did not compensate employees for time worked off-the-clock. Defendants also engaged in rounding practices.

14. At all times within the applicable statutory period, Defendants have had a consistent policy of not paying their employees at least the minimum wage for all time worked.

15. At all times within the applicable statutory period, Defendants have had a consistent policy of failing to pay employees their accrued sick leave and vacation pay.

16. At all times within the applicable statutory period, Defendants have had a consistent policy of failing to reimburse their employees (including Plaintiffs and aggrieved employees) for business-related expenses as required under California law.

17. At all times within the applicable statutory period, Defendants have had a consistent policy of failing to pay their employees (including Plaintiffs and aggrieved employees), all the wages they were due at the time of their termination or separation from employment with Defendants, in violation of California state wage and hour laws.

18. Plaintiffs, on behalf of themselves, bring this action pursuant to Labor Code

§§ 200, 201, 202, 203, 204, 204b, 210, 226, 226.7, 227.3, 233, 246, 500, 510, 512, 516, 1194, 1194.2, 1197, 1198, 2800, and 2802 as well as the applicable IWO seeking unpaid wages, penalties, equitable relief, and reasonable attorneys' fees and costs to the fullest extent permitted under California law.

19. Plaintiff, on behalf of themselves, also bring this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive relief, restitution, and disgorgement of all benefits obtained by Defendants as a result of Labor Code and applicable Wage Order violations.

20. Plaintiffs, on behalf of the State of California, themselves, and other similarly aggrieved employees, also bring this action pursuant to California Private Attorney General Act ("PAGA"), Cal. Lab. Code §2698, et seq. seeking unpaid wages and other compensation, penalties, and reasonable attorneys' fees and costs.

JURISDICTION AND VENUE

21. Venue as to each defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The County of Los Angeles is the proper venue because said County is where the Defendants reside at the commencement of this action, the work was performed by Plaintiffs and other aggrieved employees for Defendants in the County of Los Angeles and the legal obligations owed by Defendants to Plaintiffs and other aggrieved employees were breached in the County of Los Angeles.

22. The California Superior Court has jurisdiction in this matter, because Plaintiffs are residents of the State of California, Defendants are qualified to do business in California, and regularly conduct business in California.

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF
(Labor Code §§ 226.7, 512 and IWO)

(By Plaintiffs against Defendants)

23. Plaintiffs incorporate paragraphs 1 through 22 of this Second Amended Complaint, fully alleged herein.

24. By their failure to provide legally compliant thirty-minute (30) meal periods to Plaintiffs, Defendants willfully violated the provisions of Labor Code §§ 226.7, 512 and applicable IWC Wage Orders.

25. As a result of Defendants' unlawful conduct, Plaintiffs are entitled to recover wages, damages, losses, statutory penalties and/or other remedy set forth in the Prayer for Relief below which is hereby incorporated to the extent applicable under California law.

<u>SECOND CAUSE OF ACTION</u>
FAILURE TO PROVIDE REST BREAKS OR COMPENSATION IN LIEU THEREOF
(Labor Code § 226.7 and IWO)
(By Plaintiffs against Defendants)

26. Plaintiffs incorporate paragraphs 1 through 22 of this Second Amended Complaint, fully alleged herein.

27. By their failure to provide legally compliant ten-minute rest breaks periods for every four (4) hours of work or major fraction thereof per day to Plaintiffs, Defendants willfully violated Labor Code § 226.7 and applicable Wage Orders.

28. As a result of Defendants' unlawful conduct, Plaintiffs are entitled to recover wages, damages, losses, statutory penalties and/or other remedy set forth in the Prayer for Relief below which is hereby incorporated under California law.

<u>THIRD CAUSE OF ACTION</u>
FAILURE TO PAY WAGES
(Labor Code §§ 204, 210, 510, 1182.12, 1194, 1194.2, 1197, 1198 and IWO)
(By Plaintiffs against Defendants)

29. Plaintiffs incorporate paragraphs 1 through 28, except for paragraphs 23 and 26, of this Second Amended Complaint as if fully alleged herein.

30. At all times during the applicable statutory period, Plaintiffs were employees of Defendants covered by Labor Code §§ 204, 210, 510, 1182.12, 1194, 1194.2, 1197, 1198 and applicable Wage Orders, and they were entitled to receive regular (including at least the minimum wage) and overtime wages for all hours worked and liquidated damages equal to unlawfully unpaid minimum wages with interest.

31. Defendants have violated California law and the specified provisions of the Labor Code and applicable Wage Orders by their failure to pay all wages due their employees, including payment of regular and overtime wages for time worked off-the-clock and/or due to Defendants unfair and illegal rounding practices which consistently worked to the advantage of Defendants.

32. As a result of Defendants' unlawful conduct, Plaintiffs are entitled to recover wages, damages, losses, statutory penalties and/or other remedy set forth in the Prayer for Relief below which is hereby incorporated under California law.

FOURTH CAUSE OF ACTION
FAILURE TO PAY ACCRUED SICK LEAVE AND VACATION BENEFITS
(Labor Code §§ 227.3, 233, 246, 246(n), and 1198)
(By Plaintiffs against Defendants)

33. Plaintiffs incorporate paragraphs 1 through 22 of this Second Amended Complaint, alleged herein.

34. At all times during the applicable statutory period, Plaintiffs were employees of Defendants covered by Labor Code §§ 227.3, 233, 246, et seq. and 1198, and they were entitled to payment of their accrued sick leave and

vacation benefits as permitted under California Law.

35. Defendants have violated California law and the specified provisions of the Labor Code and applicable Wage Orders by their failure to pay employees their accrued sick leave.

36. As a result of Defendants' unlawful conduct, Plaintiffs are entitled to recover wages, damages, losses, statutory penalties and/or other remedy set forth in the Prayer for Relief below which is hereby incorporated under California law.

FIFTH CAUSE OF ACTION
FAILURE TO REIMBURSE ALL BUSINESS EXPENSES
(Labor Code §§ 2800, 2802 and IWO)
(By Plaintiffs against Defendants)

37. Plaintiffs incorporate paragraphs 1 through 22 of this Second Amended Complaint, alleged herein.

38. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases indemnify his employee for losses caused by the employer's want of ordinary care." Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties…" Labor Code § 2802 additionally provides, in pertinent part: "(c)…the term 'necessary expenditures or losses' shall include all reasonable costs, including but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

39. At all times during the applicable statutory period, Defendants required Plaintiffs to use their personal cellphones but did not reimburse employees for the expenses related thereto.

40. As a direct and proximate result, Plaintiffs are entitled to recover damages, losses, statutory penalties and/or other remedy set forth in the Prayer for Relief below which is hereby incorporated to the extent applicable under California law.

SIXTH CAUSE OF ACTION
FAILURE TO PAY WAGES DUE AT TERMINATION
(Labor Code §§ 201, 202, 203)
(By Plaintiffs against Defendants)

41. Plaintiffs incorporate paragraphs 1 through 40 except for paragraphs 23, 26, 29, 33, and 37, of this Second Amended Complaint as if fully alleged herein.

42. By their failure to timely pay Plaintiffs the final wages they were due upon the their separation from employment (by termination, resignation, or other mode of separation), Defendants willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable Wage Orders.

43. In violation of Labor Code § 203, Defendants have also failed to pay Plaintiffs the continuing wages owed (up to a maximum of thirty days).

44. As a direct and proximate result, Plaintiffs are entitled to recover wages, damages, losses, statutory penalties and/or other remedy set forth in the Prayer for Relief below which is hereby incorporated to the extent applicable under California law.

SEVENTH CAUSE OF ACTION
VIOLATION OF UNFAIR BUSINESS PRACTICES ACT
(Bus. & Prof. Code §§ 17200, *et seq*.)
(By Plaintiffs against Defendants)

45. Plaintiffs incorporate paragraphs 1 through 44, except for paragraphs 23, 26, 29, 33, 37 and 41, of this Second Amended Complaint as if fully alleged herein.

46. The alleged unlawful and/or unfair conduct of Defendants constitutes unfair competition pursuant to Business and Professions Code §§ 17200 et seq, and

this cause of action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for the time period starting four (4) years before the filing of the Complaint.

47. As a result, Plaintiffs have suffered injury in fact and lost money or property. Plaintiffs and said members have been deprived of their rights as set forth in this Second Amended Complaint, including, but not limited to, payment of minimum and/or actual wages owed by Defendants for all hours worked.

48. Pursuant to Business and Professions Code § 17203, Plaintiffs are entitled to restitution of all wages and out-of-pocket losses owed to them under the Labor Code, and interest thereon, in which they had a property interest, which Defendants failed to pay to them but withheld and retained for themselves. Restitution of the money owed to Plaintiffs, is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code provisions.

49. Plaintiffs are entitled to recover reasonable attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

50. Plaintiffs request the court to issue a preliminary and/or permanent injunction prohibiting Defendants from committing the Labor Code and applicable Wage Order violations set forth in this Second Amended Complaint, and Plaintiffs are entitled to recover wages, damages, losses, statutory penalties and/or other remedies set forth in the Prayer for Relief below which is hereby incorporated to the extent applicable under California law.

<u>EIGHTH CAUSE OF ACTION</u>
VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT
(LABOR CODE § 2699 *et seq.*)
(By Plaintiffs and Aggrieved Employees Against Defendants)

51. Plaintiffs incorporate paragraphs 1 through 50 of this Second Amended Complaint as if fully alleged herein.

52. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"), private parties may recover civil penalties for violations of the California Labor Code. PAGA penalties are in addition to any other relief available under the Labor Code.

53. As set forth above, Defendants violated the California Labor Code by consistently failing to employ Plaintiffs and other similarly situated employees in compliance with California law.

54. Plaintiff ROMERO provided written notice by certified mail to Defendants on June 13, 2022, and electronic notice thereafter to the State Labor & Workforce Development Agency ("LWDA"), of the legal claims and theories of this case. Plaintiff MARTINEZ provided written notice by certified mail to Defendants on June 28, 2023. To date, and after 65 days from the date of mailing of each notice, the LWDA has not notified Plaintiffs that the LWDA intends to exercise jurisdiction over the claim for civil penalties under the PAGA. Accordingly, Plaintiffs exhausted administrative remedies as required by Labor Code § 2699.3. Plaintiff ROMERO's PAGA claim was assigned case number LWDA-CM-889076-22 by the LWDA. Plaintiff MARTINEZ's PAGA claim was assigned case number LWDA-CM-964980-23 by the LWDA. Appended hereto are copies of the notices communicated by Plaintiffs.

55. Under the PAGA, Plaintiffs and all other aggrieved employees are entitled to recover the maximum civil penalties permitted by law from Defendants for the violations of Labor Code alleged in this Second Amended Complaint and the notices communicated by Plaintiffs.

56. Plaintiffs and all other aggrieved employees are also entitled to recover their attorneys' fees and costs under Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, on behalf of themselves, Plaintiffs pray for relief and judgment against Defendants as follows:

A. Unpaid/underpaid wages or other pay (including but not limited to regular wages, overtime wages, minimum wages, accrued sick and vacation time) owed under the Labor Code and/or applicable Industrial Wage Orders, according to proof.

B. All premium pay/wages owed to under the Labor Code, applicable Industrial Wage Order(s) and/or local law/ordinance for legally non-compliant meal periods and/or rest breaks, according to proof.

C. All liquidated damages permitted under California law for Defendants' violation(s) of the Labor Code, applicable Industrial Wage Order(s) and/or applicable local laws/ordinances, including but not limited to Labor Code § 1194.2, according to proof.

D. All statutory penalties to the fullest extent permitted under California Law, including but not limited to Labor Code § 210 and § 226(e), according to proof.

E. Damages for unpaid penalty wages as permitted under California Law, including but not limited to Labor Code § 203.

F. Reimbursement of business expenses under Labor Code § 2802.

G. Reasonable attorney's fees and costs as permitted under California law, including, but not limited to, Labor Code § 218.5 and Code of Civ. Proc. § 1021.5.

H. Enjoinment of Defendants from further acts of unfair competition and continuous violations of the Labor Code and applicable Wage Orders.

I. Disgorgement of Defendants' wrongfully obtained profits and restitution of unpaid wages under Business and Professions Code §§ 17203, 17204.

J. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to aggrieved employees);

K. Prejudgment interest to the fullest extent permitted by California law.

L. Post-judgment interest, as applicable, and to the fullest extent permitted under California law. And,

M. For such other relief that the Court may deem just and proper.

DATED: Dec. 1, 2025

MOORADIAN LAW, APC
E&L, LLP

By: Haik Hacopian

Zorik Mooradian,
Andrina G. Hanson,
Nanor C. Kamberian,
Haik Hacopian,
David Lavi,
Attorneys for Plaintiffs, OMAR RIOS ROMERO and OSCAR MARTINEZ, individually and persons similarly situated and similarly aggrieved employees

DEMAND FOR A JURY TRIAL

Plaintiff OMAR RIOS ROMERO and Plaintiff OSCAR MARTINEZ hereby demand a jury trial.

DATED: Dec. 1, 2025

MOORADIAN LAW, APC

By: **E&L, LLP**

Haik Hacopian

Zorik Mooradian,
Andrina G. Hanson,
Nanor C. Kamberian,
Haik Hacopian,
David Lavi,
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A PROFESSIONAL CORPORATION

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Mooradianlaw.com

June 13, 2022

<u>VIA USPS CERTIFIED MAIL</u>
Partners Personnel - Management Services, LLC
Mark McComb
Paul Sorensen
3820 State St., Suite B
Santa Barbara, CA 93105

Potential Industries, Inc.
Tony Fan
Jessica Chen
Henry Chen
720 East E. Street
Wilmington, CA 90744

<u>VIA ONLINE SUBMISSION</u>
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Re: PAGA Notice Letter re California Wage & Hour Violations

To Whom It May Concern:

This office represents Omar Rios Romero (Mr. Rios) with respect to the claims he is seeking to bring under the Private Attorneys General Act (PAGA) for employment practices committed in violation of California law. This Notice under the Labor Code § 2699.3 is based on currently possessed information and the limited records produced by the Employers. Mr. Rios seeks to pursue PAGA claims on his own behalf and on the behalf of other exempt and non-exempt current and former employees of the Employers and are collectively hereinafter referred to as "Employees." Employers have the contact names, addresses, and information of the remaining employees, who are in excess of 200 individuals for the applicable periods here.

The "Employers" as referenced in this Notice are Partners Personnel - Management Services, LLC, Potential Industries, Inc. and their respective parent companies, joint-enterprise companies, subsidiaries, predecessors, successors, owners, officers, directors, managing agents and supervisors, including Mark McComb and Paul Sorensen of Partners Personnel –

Management Services, LLC and Tony Fan, Jessica Chen, and Henry Chen of Potential Industries, Inc. All owners, directors, officers and managing agents of Employers are personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Mr. Rios will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

Employers are engaged in the business of staffing, recycling, and other lawful businesses in the state of California at all times relevant here. In summary, Employers violated series of California wage and hour provisions, including, but not limited to:

Overtime violations - Labor Code § 500, Labor Code § 510, Labor Code 1198, and the Applicable IWO -Employers violated and continue to violate Labor Code § 510 and the applicable IWO by failing to pay Employees overtime compensation as required under California law. Employers did not pay the Employees for the overtime off the clock work, rounded down the overtime hours and failed to pay the on-duty meal and rest breaks. On many instances, Employers cut down/rounded down Mr. Rios' overtime hours.

Failure to Pay Employees at Least the Minimum Wage for All Time Worked - Violations of Labor Code § 1182.12, Labor Code § 1194, Labor Code § 1197, Labor Code § 1198, and the Applicable IWO, the Applicable Local Law/Ordinance – When factoring in the unpaid overtime pay, Mr. Rios and the aggrieved employees were denied minimum wages as required by California law for each implicated pay period.

Failure to Provide Legally Mandated and Legally Compliant Meal Periods or, In Lieu Thereof, Premium Pay Wages - Labor Code § 226.7, Labor Code § 512, Labor Code § 516, Labor Code § 1198, and the Applicable IWO) -

Employers failed to provide legally compliant meal periods (first and second) and/or requisite premium wages. The first meal periods were cut short, untimely or on duty and the second meal periods were ignored and not provided at all. On may occasions, Mr. Rios and the aggrieved employees worked for more than ten hours per shift and did not receive any meal breaks. Employers also failed to track the meal periods as required by law and no such compliant tracking is shown on the few Labor Code Section 226 records which were produced by the Employers previously.

Failure to Provide Legally Mandated and Legally Compliant Rest Breaks or, In Lieu Thereof, Premium Pay Wages - Labor Code § 226.7, Labor Code § 512, Labor Code § 516, Labor Code § 1198, and the Applicable IWO – Employees were deprived of the California compliant rest breaks (first, second and/or third). Rest breaks were often short, interrupted or on duty. Also, restroom breaks were often accounted as rest breaks and Employees were discouraged from taking compliant rest breaks instead. On more than ten hour shifts no third rest breaks were given to the Employees at all.

Failure to Pay/Timely Pay Employees Accrued Sick Leave Pay - Labor Code § 233, Labor Code § 246(n), Labor Code § 1198 – Employers have adopted, and continue to adopt, a custom and practice of violating Labor Code § 233 and Labor Code § 246(n) by failing to pay Employees (including Mr. Rios) sick leave time that Employees have accrued and used for purposes permitted under California law. Mr. Rios brought to the attention of his supervisors regarding his concerns for not receiving payment for sick leave benefits when he was ill and none was provided regardless.

Failure to Provide Employees with Seating Accommodations - Labor Code 1198, and the Applicable IWO – Employers have adopted and continue to adopt a custom and practice of failing to provide their current and former Employees (including Mr. Rios) with: 1) Suitable seating when the nature of the Employees' work reasonably permits use of seats and 2) Suitable seating in reasonable proximity to Employee's work areas for use by Employees when a) they are not engaged in active duty, b) their work requires standing and c) such seats would not interfere with the performance of their duties. On average, Mr. Rios had longer than 10-hour shifts. He was in charge of sorting out recyclables (for example: metals, wood, rocks, plastic, etc.) on feet without any seating accommodations.

Failure to Pay/Timely Pay Employees All Wages Owed on Designated Paydays - Labor Code § 200, Labor Code §§ 204 – 204b) – Wages were not paid within the time frames set forth in Labor Code §§ 204-204b based on the records received and reviewed prior to this Notice. Moreover, even the wages that Employees were paid were not paid within 7 calendar days following the close of the payroll period as required under Labor Code §§ 204-204b. Additionally, for a period of 6 months, Mr. Rios was paid in the form of a debit card for his earned wages without any wage statements (improper form of payment.)

Failure to Indemnify/Reimburse Employees for Necessary Business-Related Expenditures - Labor Code § 2802- Employers have violated and continue to violate Labor Code § 2802 by not indemnifying or reimbursing Employees for all necessary expenditures or losses incurred by the Employees in direct consequence of the discharge of his or her duties, or in obedience to the directions of Employers as follows. At times, Mr. Rios would receive communications from Employers on his cellular phone pertaining to his work and has not been compensated or reimbursed therefor.

Failure to Provide Employees with Accurate Itemized Wage Statements - Labor Code § 226 - Employers have adopted and continue to adopt, a custom and practice of providing wage statements to Employees that fail to comply with Labor Code § 226 for inaccurate reporting of premium pays, overtime wages, minimum wages, regular rate of pay, gross and net amounts of the wages, and employee benefits such as sick leave.

Failure to Pay/Timely Pay Employees All Wages Due at Time of Separation - Labor Code 201-202) - Employers have violated and continue to violate Labor Code §§ 201-202 by failing to pay Employees who have become separated from Employers the complete and correct amount of all wages owed to such Employees at the time of their separation within the timeframes mandated by Labor Code §§ 201-202. As to Mr. Rios, his last day based on the provided records was June 18, 2021, and his last paycheck is dated June 25, 2021. The last paycheck also fails to consider the accurate amount of the owed wages, including premium pays and benefits.

If the State of California intends to investigate the matters set forth herein, please inform our offices. In the absence of such notification, our offices will reserve the right to file an appropriate civil action pursuant to Labor Code § 2698 *et. seq.* (PAGA), seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs, under the law. If additional information is needed, please advise. Much appreciated.

Very truly yours,
MOORADIAN LAW, APC
Zorik Mooradian

Zorik Mooradian, Esq.
Attorneys for Omar Rios Romero

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David Lavi, Esq.
DIRECT: 213.213.0023

WRITER'S EMAIL
dlavi@ebralavi.com

June 28, 2023

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Certified Mail Number: 7019 2970 0000 6942 6682

Potential Industries, Inc.
c/o Jessica Chen
720 East E Street
Wilmington, California 90744
Certified Mail Number: 7019 2970 0000 6942 6699

Potential Industries, Inc.
Attn: Human Resources
720 East E Street
Wilmington, California 90744
Certified Mail Number: 7019 2970 0000 6942 6705

Partners Personnel – Management Services, LLC
c/o Corporate Creations Network, Inc.
5901 W. Century Blvd., Ste. 750
Los Angeles, California 90045
Certified Mail Number: 7019 2970 0000 6942 6712

Partners Personnel – Management Services, LLC
c/o Human Resources
3820 State Street, Suite B
Santa Barbara, California 93105
Certified Mail Number: 7019 2970 0000 6942 6729

From: Oscar Martinez on behalf of himself and other current and former aggrieved, California-based, hourly non-exempt employees of Potential Industries, Inc., and Partners Personnel – Management Services, LLC

c/o David Lavi, Esq.
Arie Ebrahimian, Esq.
E&L, LLP
8889 West Olympic Boulevard, 2nd Floor
Beverly Hills, California 90211

Factual Statement and Theories of Labor Code Violations

Aggrieved employee Oscar Martinez ("Employee") was formerly employed by Potential Industries, Inc., and Partners Personnel – Management Services, LLC ("Employers") as an hourly non-exempt employee from in or around May 20202 to an including on or about January 27, 2023.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee maintains that, during his employment, Employers failed to pay him and other current and former aggrieved, California-based, hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code §1194 and 1197. Labor Code §1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code §1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee maintains that, during his employment, he and other current and former aggrieved, California-based, hourly non-exempt employees worked more hours per day than Employers credited them for having worked based on the following:.

- Employers maintained a policy, practice, and/or procedure whereby Employers required Employee and other current and former aggrieved, California-based, hourly non-exempt employees' to work off-the-clock by requiring them (1) arrive prior to the start of their shift; (2) stay beyond the end of their shift; (3) don their PPE (i.e., hardhats, glasses, and facemasks) prior to clock in; (4) doff their PPE after clocking out for meals; (5) don their PPE prior to clocking back in from lunch; and (6) doff their PPE after clock-out. Employee and other current and former aggrieved, California-based, hourly non-exempt employees were not paid for this time; and

- Employers maintained a policy, practice, and/or procedure whereby Employers required Employee and other current and former aggrieved, California-based, hourly non-exempt employees' to go Covid-19 temperature checks in the morning prior to clocking-in, for a period of up to 6 months at the beginning of the Covid-19 pandemic, without being paid for that time.

Employers' aforementioned policy, practice, and/or procedure results in time each day in which Employee and other current and former aggrieved, California-based, hourly non-exempt employees are subject to the control of employers' without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorney General Act ("PAGA"), Labor Code §2698, et seq. and Labor Code §1197.1, subds. (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employers if authorized to file a representative action on behalf of the State of California. Employee will also seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code §226(e)(2)(B)(i)).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee maintains, Employer failed to pay him and other current and former aggrieved, California-based, hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code §510 provides:

> "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

Finally, Labor Code §1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

As stated above, Employee maintains that Employers failed to pay him and other current and former aggrieved, California-based, hourly non-exempt employees for all of the hours that they worked based on the following:

- Employers maintained a policy, practice, and/or procedure whereby Employers required Employee and other current and former aggrieved, California-based, hourly non-exempt employees' to work off-the-clock by requiring them (1) arrive prior to the start of their shift; (2) stay beyond the end of their shift; (3) don their PPE (i.e., hardhats, glasses, and facemasks) prior to clock in; (4) doff their PPE after clocking out for meals; (5) don their PPE prior to clocking back in from lunch; and (6) doff their PPE after clock-out. Employee and other current and former aggrieved, California-based, hourly non-exempt employees were not paid for this time; and

- Employers maintained a policy, practice, and/or procedure whereby Employers required Employee and other current and former aggrieved, California-based, hourly non-exempt employees' to go Covid-19 temperature checks in the morning prior to clocking-in, for a period of up to 6 months at the beginning of the Covid-19 pandemic, without being paid for that time.

Employers' aforementioned policy, practice, and/or procedure results in time each day in which Employee and other current and former aggrieved, California-based, hourly non-exempt employees are subject to the control of employers' without being compensated for that time. To the extent that the foregoing unpaid time resulted Employee and other current and former aggrieved, California-based, hourly non-exempt employees being subject to the control of Employers when they worked more than eight (8) hours in a workday or 40 hours in a workweek, Employers failed to pay Employee and other current and former aggrieved, California-based, hourly non-exempt employees for all of the overtime hours that they worked at their overtime rate of pay.

Based on these violations, Employee intends to seek civil penalties pursuant to the PAGA, Labor Code §2698, et seq. and Labor Code §§558 and/or 1197.1, subds. (a)(1)-(2), on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to pay overtime wages for overtime hours worked, Employee will also seek statutory penalties under Labor Code §226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code §226(e)(2)(B)(i).

3. Failure to Authorize or Permit Meal Periods in Violation of Labor Code §§512 and 226.7

Employee maintains that, during his employment, Employers failed to maintain compliant meal period polices and/or pay proper meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§226.7, 512; Wage Order 1, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code §226.7 provides that if an employee does not receive a required meal or rest period that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Employee maintains that Employers failed to authorize or permit him and other current and former aggrieved, California-based, hourly non-exempt employees to take compliant meal periods based on the following:

- Employers maintained a policy, practice, and/or procedure whereby Employers failed to authorize or permit Employee and other current and former aggrieved, California-based, hourly non-exempt employees' to (1) take first meal periods prior to the end of the fifth hour of work; (2) take second meal periods when they worked shifts over 10 hours; and (3) take meal periods of at least 30 minutes due to Employers' requirement that Employee and other current and former aggrieved, California-based, hourly non-exempt employees doff PPE after clocking out for meals and don PPE prior to clocking back in from meal periods.

Further, Employee alleges, Employers maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved, California-based, hourly non-exempt employees a meal period premium wage of one additional hour of pay at their regular rate of compensation for each work day that Employers failed to authorize or permit all required meal periods, timely meal periods, meal periods of at least 30 minutes, uninterrupted meal periods, and/or duty free meal periods as required by Labor Code §226.7.

Based on these violations, Employee intends to seek civil penalties pursuant to the PAGA, Labor Code §2698, et seq. on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit meal periods or pay meal period premium wages, Employee will seek statutory penalties under Labor Code §226(a)(1) because the failure to pay such meal period premiums rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code §226(e)(2)(B)(i).

4. Failure to Authorize or Permit Rest Periods in Violation of Labor Code §226.7

Employee maintains that, during her employment, Employers failed to maintain compliant rest period polices. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof…." Wage Order 1, §12. Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Lab. Code §226.7. Additionally, the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided." Wage Order 1, §12; Lab. Code §226.7.

Employee maintains that Employers failed to authorize or permit him and other current and former aggrieved, California-based, hourly non-exempt employees to take compliant meal periods based on the following:

- Despite that California law requires Employer to provide Employee with one 10 minute rest break when an employee's work shift is in excess of 3.5, a second 10 minute rest break when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10 hours, Employer regularly failed to do so. As a result, Employee and similarly situated non-exempt, employees did not receive legally compliant rest periods as they were untimely, on-duty, or were not taken at all.

Based on these violations, Employee intends to seek civil penalties pursuant to the PAGA, Labor Code §2698, et seq. on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit rest periods or pay rest period premium wages, Employee will seek statutory penalties under Labor Code §226(a)(1) because the failure to pay such rest period premiums rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code §226(e)(2)(B)(i).

5. Failure to Indemnify Employees for Employment-Related Losses and Expenses in Violation of Labor Code §2802

Employee maintains that, during his employment, Employer failed to indemnify him and other current and former aggrieved California-based non-exempt hourly employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code §2802(a) requires, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…."

In this case, Employee maintains Employer employed a policy, practice, and/or procedure whereby Employer required Employee and other current and former aggrieved California-based non-exempt hourly employees to purchase their own vests for the purpose of their employment with Employers, but failed to reimburse them for their cellular and data usage required by their employment with Employer.

Employer employed policies and procedures which ensured Employee and other current and former aggrieved California-based non-exempt hourly employees would not receive indemnification for the aforementioned necessary expenditures incurred as result of their employment with Employer. Employer's aforementioned policies, practices, and/or procedures resulted in Employee and other current and former aggrieved California-based non-exempt hourly employees not receiving indemnification for employment-related expenditures in compliance with California law.

For these reasons, Employee will seek both restitution for himself and other current and former aggrieved California-based non-exempt hourly employees for Employer's violations of Labor Code §2802 and will seek civil penalties under PAGA, Labor Code §2698, et seq., on behalf of the LWDA against Employer if authorized to file a representative action on behalf of the State of California.

6. Failure to Pay Accrued and Vested Vacation Wages

Employers had a policy and/or procedure of providing its employees, including Employee and other current and former aggrieved California-based non-exempt hourly employees, with paid vacation time and/or personal time off ("Vacation/PTO"). Vacation/PTO wages are deferred wages that vest once accrued. Labor Code §227.3 provides that Employers must pay its employees, including Employee and others similarly situated, all unused vested vacation/PTO at the time of termination at the employees' final rate of pay.

Employers had a vacation policy in which Employee and other current and former aggrieved California-based non-exempt hourly employees accrued vacation/PTO wages. However, Employee maintains that Employer terminated Employee and other current and former aggrieved employees without paying them the full amount of their earned vacation/PTO wages, in violation of California law, and employed policies and procedures which ensured Employee and those similarly situated would not receive their accrued and vested vacation/PTO wages upon termination. Specifically, when Employee and other current and former aggrieved California-based non-exempt hourly employees worked off-the clock by donning and doffing their PPE, they accumulated Vacation/PTO, but because Employee and other current and former employees did not clock-in, they were unable to accumulate their Vacation/PTO. As such, Employee and other current and former employees are entitled to accrued Vacation/PTO.

7. Failure to Timely Pay Earned Wages During Employment

In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

Employee maintains that Employer failed to timely pay Employee and similarly situated employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code §204.

Employer's aforementioned policies, practices, and/or procedures resulted in their failure to pay Employee and similarly situated employees their earned wages within the applicable time frames outlined in Labor Code §204.

8. Failure to Provide Accurate Wage Statements

Based on the aforementioned derivative violations for failure to provide complete and accurate wage statements pursuant to Labor Code §§2698, et seq. and 226.3, Employee will seek recovery of civil penalties on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

9. Failure to Timely Pay All Wages Due at the Time of Termination/Resignation

As a result of the aforementioned violations of the Labor Code, Employee was not paid his final wages in a timely manner as required by Labor Code §203.

Minimum wage for all hours worked, overtime for overtime hours worked, meal period premiums, and rest period premiums, vacation/PTO, and/or indemnification pay (all described above), were not paid at the time of Employee's separation of employment, as required by Labor Code §§201, 202, and 203.

Employee is informed and believes that other current and former aggrieved, California-based, hourly non-exempt employees who separated from Employers, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, including minimum wage, overtime hours for overtime hours worked, meal period premiums, rest period premiums, vacation/PTO, and reimbursement for job-related expenses, as required by Labor Code §§201, 202, and 203.

Based on these violations, Employee intends to seek civil penalties pursuant to the PAGA, Labor Code §2698, et seq. on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

10. Civil Penalties

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing to, and intends to, on behalf of the LWDA, pursue civil penalties against Employers for any and all other violations Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under the PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of the LWDA for unrelated Labor Code violations by Employers.

Conclusion
Employee intends to file a putative wage and hour class action as well as a representative action pursuant PAGA concerning his wage claims as warranted by Employers' violations of Labor Code §§201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and the IWC Wage Orders.

This letter is being sent to you as an inquiry into whether the LWDA wishes to investigate my client's allegations for any civil penalties associated with the Employers' alleged violations of the Labor Code.

Thank you for your assistance and cooperation in his matter. Please contact me at the above-listed information should you have any questions.

Very truly yours,
E&L, LLP

David Lavi, Esq.

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On **December 1, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

SECOND AMENDED COMPLAINT

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Brandon R. McKelvey brandon@medinamckelvey.com Timothy B. Nelson tim@medinamckelvey.com Kyle W. Owen kyle@medinamckelvey.com MEDINA McKELVEY LLP 925 Highland Pointe Drive, Suite 300 Roseville, CA 95678 t. 916-960-2211 f. 916-742-5488 Attorneys for Defendant Partners Personnel – Management Services, LLC	Colin Calvert, Esq. ccalvert@fisherphillips.com Kyley Chelwick, Esq. kchelwick@fisherphillips.com Fisher & Phillips LLP 2050 Main Street, Suite 1000 Irvine, CA 92614 Phone: (949) 851-2424 Fax: (949) 851-0152 Attorneys for Defendant Potential Industries, Inc.
Labor & Workforce Development Agency 800 Capitol Mall, MIC-55 Sacramento, CA 95814 (Filed online at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)	

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading to the CaseAnywhere electronic service platform.

☒ **STATE** – I declare under penalty of perjury under the laws of the "State of California that the above is true and correct.

Executed on **December 1, 2025** at Calabasas, California.

___/s/Haik Hacopian_________________

Haik Hacopian