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March 9, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

RUSSELL TOBIN AND ASSOCIATES LLC
420 LEXINGTON AVE FL 30
NEW YORK, NY 10170

META PLATFORMS, INC.
1 META WAY
MENLO PARK, CA 94025

ANANT DOE
1 META WAY
MENLO PARK, CA 94025

EMMET QUANNE
1 META WAY
MENLO PARK, CA 94025

Re: *Espejo v. Russell Tobin and Associates LLC et al.*

Dear Russell Tobin and Associates LLC, Meta Platforms, Inc., Anant Doe, and Emmet Quanne:

This office represents Sergio Espejo. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §2699, et seq.

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendants' violations of the California Business & Professions Code §17200 et seq., including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

Plaintiff Sergio Espejo is a former employee of Defendants RUSSELL TOBIN AND ASSOCIATES LLC and META PLATFORMS, INC. RUSSELL TOBIN AND ASSOCIATES LLC acted as a staffing agency and served as Plaintiff's employer of record during the relevant time period, while META PLATFORMS, INC. acted as the host employer and client company where Plaintiff performed work under Meta's direction and control. This joint employment arrangement resulted in systematic wage and hour violations affecting Plaintiff and other similarly situated employees.

Defendants ANANT DOE and EMMET QUANNE are individuals who served as managers and supervisors with authority over Plaintiff's work assignments and working conditions. These individual Defendants are personally liable under Labor Code section 558.1 for all wage and hour violations as they acted on behalf of the employers and violated or caused to be violated provisions regulating minimum wages and hours of work.

This action is on behalf of Plaintiff and other aggrieved employees to recover wages from Defendants due to Defendants' failure to pay all wages due, to provide compliant meal breaks and rest periods (or pay the statutory compensation due), to pay minimum wages, to provide accurate wage statements, to provide employment records upon request, and unfair competition. Defendants have violated the law with respect to Plaintiff and other current and former aggrieved employees. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate him and other aggrieved employees for wage theft and otherwise unlawful working conditions.

II. §2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Russell Tobin and Associates LLC, Meta Platforms, Inc., Anant Doe, and Emmet Quanne on behalf of himself and other aggrieved employees. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims on behalf of himself and other aggrieved employees include, but are not limited to:

A. FAILURE TO PAY WAGES DUE (Labor Code §204(a))

Defendants intentionally and improperly failed to pay Plaintiff and other aggrieved employees all wages due for hours worked. Specifically, Plaintiff worked on a holiday during his employment and was not compensated for the holiday work performed at his contractual rate of \$43.00 per hour. Defendants failed to pay Plaintiff wages at the proper rate for the holiday worked and/or failed to pay for all hours worked, including the holiday hours.

Defendants ANANT DOE and EMMET QUANNE, as managers and supervisors with authority over Plaintiff's work assignments, are personally liable under Labor Code section 558.1 for these wage violations as they acted on behalf of the employers in establishing and maintaining the unlawful compensation practices.

By virtue of Defendants' unlawful failure to pay all wages due to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
(Labor Code §226.7; IWC Wage Order No. 4)

Defendants intentionally and improperly failed to authorize and permit Plaintiff and other aggrieved employees to take ten (10) minute rest breaks for every four hours worked or major fraction thereof as required by IWC Wage Order No. 4. During Plaintiff's employment working eight (8) hours per day, forty (40) hours per week, Plaintiff did not clock in and out for rest breaks. While Plaintiff took rest breaks of approximately fifteen (15) minutes each, Defendants failed and refused to authorize and permit Plaintiff to take all required rest periods on a consistent basis.

Plaintiff and other aggrieved employees did not receive one hour of premium pay at the regular rate of pay for each rest period not properly authorized and provided as required by Labor Code §226.7.

By virtue of Defendants' unlawful failure to authorize and permit rest periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO PROVIDE MEAL PERIODS
(Labor Code §§226.7, 512; IWC Wage Order No. 4)

Defendants intentionally and improperly failed to afford Plaintiff and other aggrieved employees compliant uninterrupted meal periods as required by Labor Code §512 and IWC Wage Order No. 4. While Plaintiff took one 30-minute meal break after the fourth hour and clocked in and out for this meal break, if any meal periods were not provided in compliance with law during Plaintiff's employment, Defendants violated their legal obligations to provide the requisite meal periods.

Plaintiff and other aggrieved employees did not receive premium pay for Defendants' failure to afford compliant meal periods as required by law.

By virtue of Defendants' unlawful failure to provide compliant meal periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. INACCURATE WAGE STATEMENTS
(Labor Code §226(a))

Defendants failed to provide Plaintiff and other aggrieved employees with accurate itemized wage statements that properly and accurately itemized the number of hours worked at the effective regular pay rates and the effective overtime pay rates as required by Labor Code §226(a). The wage statements issued by Defendants failed to accurately reflect all required information concerning hours worked and applicable pay rates.

These violations of Labor Code §226(a) have caused damages to Plaintiff and other aggrieved employees that are difficult to estimate. Plaintiff and other aggrieved employees are entitled to recover statutory damages of fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars (\$100.00) for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00), plus costs and reasonable attorney's fees.

E. FAILURE TO PAY MINIMUM WAGE
(Labor Code §1197; IWC Wage Order No. 4)

Defendants willfully failed to pay Plaintiff and other aggrieved employees the applicable minimum wage rates as required by Labor Code §1197 and IWC Wage Order No. 4. Specifically, Defendants' failure to pay for all hours worked including holiday hours worked, failure to provide rest breaks as required by law, illegal failure to record the time Plaintiff worked accurately, failure to pay all wages due upon termination, and other wage and hour violations resulted in Plaintiff and other aggrieved employees effectively being paid below the applicable minimum wage.

Defendants' pattern and practice of wage and hour violations caused Plaintiff's and other aggrieved employees' effective hourly compensation to fall below the minimum wage required by California law.

By virtue of Defendants' unlawful failure to pay minimum wages to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Labor Code §1198.5)

Defendants failed to allow Plaintiff and other aggrieved employees to inspect and copy their employment records as required by Labor Code §1198.5. On January 27, 2026, Plaintiff made a written demand in accordance with California Labor Code §1198.5 for access to his employment records. Despite this written demand, Defendants refused to produce such records, denying Plaintiff and other aggrieved employees their statutory right to review their personnel files, payroll records, and other employment-related documentation.

By virtue of Defendants' unlawful failure to provide access to employment records, Plaintiff and other aggrieved employees have been required to retain legal assistance and have incurred costs and expenses to exercise and enforce their statutory rights. Plaintiff and other

aggrieved employees are entitled to a penalty of seven hundred fifty dollars (\$750.00) for each violation, plus reasonable attorney's fees and costs as provided by Labor Code §1198.5.

G. UNFAIR COMPETITION

(Business & Professions Code §17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from Plaintiff and other aggrieved employees and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and other aggrieved employees. All the acts described are violations of, among other things, the Labor Code and IWC Wage Order No. 4, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §17200 et seq.

Plaintiff and other aggrieved employees are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiff and other aggrieved employees have been deprived by means of the above-described unfair and unlawful business practices.

H. ADDITIONAL PENALTIES

(Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 2802)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the prescribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.