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Attorneys for Plaintiff RICHARD G. RODRIGUEZ,
on behalf of the general public as private attorney general

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

RICHARD G. RODRIGUEZ, on behalf of the
general public as private attorney general,

Plaintiff,

v.

PAULSON MANUFACTURING
CORPORATION, a California Corporation;
EMPLOYBRIDGE, LLC, a California Limited
Liability Company; REAL TIME STAFFING
SERVICES, LLC DBA SELECT STAFFING, a
California Limited Liability Company;
RESOURCEMFG, business entity unknown
and DOES 1-50, inclusive,

Defendants

Case No. **CVRI 2406518**
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

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

COMES NOW Plaintiff RICHARD G. RODRIGUEZ (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants PAULSON MANUFACTURING CORPORATION, a California Corporation; EMPLOYBRIDGE, LLC, a California Limited Liability Company; REAL TIME STAFFING SERVICES, LLC DBA SELECT STAFFING, a California Limited Liability Company; RESOURCEMFG, business entity unknown and DOES 1-50, inclusive, (collectively “Defendants”) as follows:

I. INTRODUCTION

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

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

II. JURISDICTION AND VENUE

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

4. This Court has jurisdiction over Defendants because, upon information and belief,

1 Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails
2 itself of the California market so as to render the exercise of jurisdiction over it by the California
3 Courts consistent with traditional notions of fair play and substantial justice.

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

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

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

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendants consistently maintained and enforced against
21 Defendants' aggrieved Employees, among others, the following unlawful practices and policies,
22 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
23 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay
24 wages timely during employment, (e) failure to provide accurate itemized wage statements, (f)
25 failure to reimburse necessary business expenses, and (g) failure to pay reporting time pay.

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

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

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

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

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

14 14. On information and belief, during the statutory liability period and continuing to
15 the present, Defendants have failed to pay Plaintiff and aggrieved employees reporting time pay.

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

19 16. Plaintiff on behalf of the general public as private attorney general and all other
20 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
21 enumerated under 2699.5 as follows: sections 201-204, 226, 510, 558, 226.3, 1174, 1174.5, 1175,
22 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

23 **III. PARTIES**

24 **A. Plaintiff**

25 17. Plaintiff, RICHARD G. RODRIGUEZ, was at all times relevant to this action,
26 a resident of California. Plaintiff was employed by Defendants in July 2023 as a Non-Exempt
27 Employee with the title of Third Shift Leader and worked during the liability period for
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1 Defendants until Plaintiff's separation from Defendants' employ in approximately March 2024.
2 Plaintiff's duties included but were not limited to managing and overseeing production, training
3 and quality control, Human Resources and onboarding.

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

- 6 a) to perform work subject to the control of the employer without being compensated all
7 wages including overtime, all in violation of California labor laws, regulations, and the
8 Industrial Welfare Commission Wage Order ("IWC");
- 9 b) not provided first and second meal periods nor paid premium wages;
- 10 c) not provided first, second and third rest periods nor paid premium wages;
- 11 d) not paid timely during their employment;
- 12 e) not provided accurate itemized wage statements;
- 13 f) not paid reporting time pay; and
- 14 g) not reimbursed or necessary business expenses.

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

21 **B. Defendants**

22 20. Defendant, PAULSON MANUFACTURING CORPORATION is a California
23 Corporation that manufactures protective clothing and products. Defendant operates in Riverside,
24 CA. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who
25 work or have worked for Defendants over the last year.

26 21. Defendant EMPLOYBRIDGE LLC is a California Limited Liability Company
27 that operates as a staffing agency. Defendant operates nationwide. Plaintiff estimates there are in
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1 excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants
2 over the last year.

3 22. Defendant REAL TIME STAFFING SERVICES, LLC is a California Limited
4 Liability Company doing business as SELECT STAFFING that operates as a staffing company.
5 Defendant operates nationwide. Defendant operates eleven locations nationwide. Plaintiff estimates
6 there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for
7 Defendants over the last year.

8 23. Defendant RESOURCEMFG is EMPLOYBRIDGE LLC's manufacturing arm
9 placing manufacturing employees. Defendant operates in multiple locations. Plaintiff estimates
10 there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for
11 Defendants over the last year.

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

18 25. Plaintiff is informed and believes and thereon alleges that each Defendants, directly
19 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
20 Representative Group, and exercised control over their wages, hours, and working conditions.
21 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects
22 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
23 plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable
24 to the other Defendants.
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26 **IV. GENERAL ALLEGATIONS**

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

1 27. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
2 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
3 rules and regulations of the IWC California Wage Orders.

4 28. Defendants continue to employ Non-Exempt Employees, however titled, in
5 California and implement a uniform set of policies and practices to all non-exempt employees, as
6 they were all engaged in the job duties related to Defendants' manufacturing business and staffing
7 businesses.

8 29. Plaintiff is informed and believes, and thereon allege, that Defendants are and were
9 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
10 the requirements of California's wage and employment laws.

11 30. Plaintiff is informed and believes that during the relevant time-frame, all Aggrieved
12 Employees are citizens of the state of California.

13 31. During the relevant time-frame, Defendants compensated Plaintiff and Aggrieved
14 Employees based upon an hourly rate.

15 32. Plaintiff and Aggrieved Employees are required to perform Pre-Shift and post-shift
16 work activities, off the clock, without being compensated for minimum and/or overtime wages
17 owed to them.

18 33. Plaintiff and Aggrieved Employees are required to use personal cell phones for
19 work-related purposes while being off-the-clock without being compensated for minimum and/or
20 overtime wages owed to them.

21 34. Defendants failed to pay overtime wages for time spent in meetings while Plaintiff
22 and Aggrieved Employees were off the clock.

23 35. Indeed, during the relevant time, as a consequence of Defendants' staffing and
24 scheduling practices, work demands, and Defendants' policies and practices, Defendants
25 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
26 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

27 36. On information and belief, Plaintiff and Aggrieved Employees did not waive their
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rights to meal periods under the law.

37. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

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

39. Plaintiff is informed and believes, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

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

41. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks. Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above work days.

42. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including California Labor Code § 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted. Plaintiff's time clock records fail to contain any Rest Premium pay, as required by law. Defendants failed to pay for missed, late or short meal breaks as required by law.

1 43. Defendants failed to provide proper air conditioning and proper air ventilation
2 while warehouse temperatures would get very high. Defendants failed to provide additional rest
3 breaks to Plaintiff and Aggrieved Employees to avoid heat exhaustion.

4 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
5 or should have known that Plaintiff and the other aggrieved employees were entitled to receive all
6 wages owed to them during their employment. Plaintiff and the other aggrieved employees did not
7 receive payment of all wages, including overtime and minimum wages and meal and rest period
8 premiums, within any time permissible under California Labor Code section 204.

9 45. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 aggrieved employees all wages within any time permissible under California law, including, *inter*
11 *alia*, California Labor Code section 204.

12 46. Defendants failed to reimburse Plaintiff and Aggrieved Employees for business
13 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
14 were required to use their personal cellphones for work related purposes both during and outside
15 of work hours, however, Defendants failed to reimburse the costs associated with this personal cell
16 phone use. Similarly, home internet costs were not reimbursed despite Plaintiff and Aggrieved
17 Employees having to use internet when working from home.

18 47. On numerous occasions, Plaintiff and Aggrieved Employees were scheduled to
19 work a shift of at least two hours, showed up for work as scheduled, but were provided with less
20 than two hours of work and asked to go home without being paid reporting time pay.

21 48. Defendants also failed to provide accurate, lawful itemized wage statements to
22 Plaintiff and the Aggrieved Employees in part because of the above-specified violations. In
23 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
24 worked, including premiums due and owing for meal period violations, overtime pay, gross pay
25 and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

26 49. Upon information and belief, Defendants knew and or should have known that it
27 is improper to implement policies and commit unlawful acts such as:
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1 (a) requiring employees to work in excess of five (5) hours or ten (10) hours per day
2 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
3 and without compensating employees with one (1) hour of pay at the regular rate of compensation
4 for each workday that such a meal period was not provided;

5 (b) failure to provide any rest periods;

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

7 (d) failing to provide accurate itemized wage statements;

8 (e) failing to pay reporting time pay; and

9 (f) failing to reimburse necessary business expenses.

10 50. In addition to the violations above, and on information and belief, Defendants knew
11 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
12 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
13 knowingly, recklessly, and/or intentionally failed to do so.

14 51. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
15 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
16 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
17 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

18 **V. REPRESENTATIVE CLAIMS**

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

20 52. Plaintiff incorporates by reference and re-alleges each and every allegation
21 contained above, as though fully set forth herein.

22 53. PAGA is a mechanism by which the State of California can enforce state labor laws
23 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
24 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
25 law enforcement action designed to protect the public and not to benefit private parties. The
26 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
27 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
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Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch. 906, section 1.

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

55. On September 17, 2024, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

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

57. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants is liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 226, 226.3, 510, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

58. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation

1 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
2 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
3 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
4 (8) hours in a day on the seventh day of work in a particular work week

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

9 60. On information and belief, Defendants willfully failed to pay all wages due and
10 owing during employment. These wages include minimum and overtime wages.

11 61. On information and belief, Defendants failed to provide accurate itemized wage
12 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
13 and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to
14 include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.

15 62. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
16 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
17 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
18 for each violation in a subsequent citation, for which the employer fails to provide the employee a
19 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
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21 63. Additionally, Defendants have no accurate records relating to aggrieved
22 employees' work periods, total daily hours worked, total hours worked per payroll period and
23 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
24 maintain accurate records relating to hours worked daily in violation of Labor Code sections
25 1174(d), 1174.5.

26 64. Plaintiff and Aggrieved Employees are entitled to recover for improper warehouse
27 conditions that put them at risk of heat illness and exhaustion on a daily basis under Labor Code
28 section 226.7.

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2 65. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
3 Employees for business expenses incurred as described above. Labor Code § 2802 requires
4 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred
5 in direct consequences of the discharge of his duties. Despite these realities of the job, Defendants
6 failed to provide reimbursements.

7 66. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
8 implied, made by any employee to waive the benefits of this article or any part thereof is null and
9 void, and this article shall not deprive any employee or his or her personal representative of any
10 right or remedy to which he is entitled under the laws of this State.

11 67. Defendants failed to pay reporting time pay as outlined above. Reporting time pay
12 constitutes wages. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal. 4th 1094). Thus,
13 failure to pay all reporting time pay due at the time of employment termination may be the basis
14 for waiting time penalties pursuant to Labor Code § 203. The IWC’s purpose in adopting reporting
15 time pay requirements was two-fold: “to compensate employees” and “encourag[e] proper notice
16 and scheduling”. *Id.* at pp. 1111-1112.

17 68. As a result of Defendants’ unlawful conduct, Plaintiff and aggrieved employees
18 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
19 worked.
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21 69. Plaintiff and all other aggrieved employees who were separated from employment
22 are entitled to compensation for all forms of wages earned, including but not limited to
23 compensation minimum and overtime wages, but to date have not received such compensation,
24 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

25 70. Plaintiff and the Representative aggrieved Employees are entitled to recover
26 Penalties and attorneys’ fees and costs sunder Labor Code section 2698, et. seq.

27 **PRAYER FOR RELIEF**

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

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

Dated: November 22, 2024

JAMES HAWKINS APLC

By: 

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

Attorneys for Plaintiff RICHARD G.
RODRIGUEZ on behalf of the general public
as private attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

September 17, 2024

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

PAULSON MANUFACTURING CORPORATION, a California Corporation
Agent for Service of Process:
1505 Corporation
C T CORPORATION SYSTEM
AMANDA GARCIA
330 N BRAND BLVD, SUITE 700
GLENDALE, CA 91203
Receipt No.: 9589 0710 5270 1738 0510 19

EMPLOYBRIDGE, LLC, a California Limited Liability Company
Agent for Service of Process:
1505 Corporation SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC -
LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 1738 0513 09

REAL TIME STAFFING SERVICES, LLC DBA SELECT STAFFING, a California Limited Liability Company
Agent for Service of Process:
1505 Corporation SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC -
LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 1738 0513 16

RESOURCEMFG, business entity unknown
Principal Address:
1040 Crown Pointe Pkwy
Atlanta, GA 30338
Receipt No.: 9589 0710 5270 1738 0507 91

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

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff RICHARD G. RODRIGUEZ, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698,

et seq. Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, PAULSON MANUFACTURING CORPORATION, a California Corporation; EMPLOYBRIDGE, LLC, a California Limited Liability Company; REAL TIME STAFFING SERVICES, LLC DBA SELECT STAFFING, a California Limited Liability Company; and RESOURCEMFG, business entity unknown through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Riverside County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

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

Very Truly Yours,

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

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint