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GABRIELA LOPEZ VILLANUEVA,
individually, and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GABRIELA LOPEZ VILLANUEVA, an
individual, on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

STIIIZY INC., a Delaware corporation; STIIIZY
IP LLC, a California limited liability company;
STIIIZY BELL GARDENS LLC, a California
limited liability company; STIIIZY COVINA
LLC, a California limited liability company;
STIIIZY CUDAHY LLC, a California limited
liability company; STIIIZY DEVELOPMENT
LLC, a California limited liability company;
STIIIZY FONTANA LLC, a California limited
liability company; STIIIZY JD LLC, a California
limited liability company; STIIIZY MANTECA
LLC, a California limited liability company;
STIIIZY PETALUMA LLC, a California limited
liability company; STIIIZY RIVERSIDE LLC, a
California limited liability company; STIIIZY
SANTEE LLC, a California limited liability
company; TONY HUANG, an individual;
JAMES KIM, an individual; STAFFING
PERSONNEL INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/08/2025 6:25 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Carini, Deputy Clerk

CASE NO.: **25STCV10576**

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiff GABRIELA LOPEZ VILLANUEVA (“PLAINTIFF”), an individual, demanding
2 a jury trial, on behalf of herself and all other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a resident of the State of California, and Defendants STIIIZY INC., a Delaware
6 corporation; STIIIZY IP LLC, a California limited liability company; STIIIZY BELL GARDENS
7 LLC, a California limited liability company; STIIIZY COVINA LLC, a California limited liability
8 company; STIIIZY CUDAHY LLC, a California limited liability company; STIIIZY
9 DEVELOPMENT LLC, a California limited liability company; STIIIZY FONTANA LLC, a
10 California limited liability company; STIIIZY JD LLC, a California limited liability company;
11 STIIIZY MANTECA LLC, a California limited liability company; STIIIZY PETALUMA LLC, a
12 California limited liability company; STIIIZY RIVERSIDE LLC, a California limited liability
13 company; STIIIZY SANTEE LLC, a California limited liability company; TONY HUANG, an
14 individual; JAMES KIM, an individual; STAFFING PERSONNEL INC., a California corporation;
15 and DOES 1 through 50 (collectively, “DEFENDANTS”), are qualified to do business in
16 California and regularly conduct business in California. Further, no federal question is at issue
17 because the claims are based solely on California law.

18 2. Venue is proper in this judicial district and the County of Los Angeles, California
19 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
20 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
21 business in the County of Los Angeles, and DEFENDANTS’ illegal payroll policies and practices
22 which are the subject of this action were applied, at least in part, to PLAINTIFF, and other
23 persons similarly situated, in the County of Los Angeles.

24 **PLAINTIFF**

25 3. PLAINTIFF is a resident and a citizen of the State of California and an employee
26 of DEFENDANTS during the relevant time period.

27 4. PLAINTIFF, on behalf of herself and all other similarly situated current and
28 former non-exempt employees of DEFENDANTS in the State of California at any time during

1 the four years preceding the filing of this action, and continuing while this action is pending,
2 brings this class action to recover, among other things, wages and penalties from unpaid wages
3 earned and due, including but not limited to unpaid minimum wages, unpaid and illegally
4 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages
5 due to discharged and quitting employees, failure to indemnify employees for necessary
6 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
7 itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs,
8 and expenses.

9 5. PLAINTIFF brings this action on behalf of herself and the following similarly
10 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
11 employees of DEFENDANTS in the State of California at any time within the period
12 beginning four (4) years prior to the filing of this action and ending at the time this action
13 settles or the class is certified (the "CLASS PERIOD"). PLAINTIFF reserves the right to
14 name additional class representatives.

15 DEFENDANTS

16 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
17 STIIIZY INC., a Delaware corporation, is, and at all times relevant hereto was, a Delaware
18 corporation. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant
19 STIIIZY INC., a Delaware corporation, is authorized to conduct business in the State of
20 California, and does conduct business in the State of California. Specifically, Defendant STIIIZY
21 INC., a Delaware corporation, maintains offices and facilities and conducts business in, and
22 engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

23 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
24 STIIIZY IP LLC, a California limited liability company, is, and at all times relevant hereto was, a
25 California limited liability company. PLAINTIFF is further informed and believes, and thereon
26 alleges, that Defendant STIIIZY IP LLC, a California limited liability company, is authorized to
27 conduct business in the State of California, and does conduct business in the State of California.
28 Specifically, Defendant STIIIZY IP LLC, a California limited liability company, maintains offices

1 and facilities and conducts business in, and engages in illegal payroll practices or policies in, the
2 County of Los Angeles, State of California.

3 8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
4 STIIIZY BELL GARDENS LLC, a California limited liability company, is, and at all times
5 relevant hereto was, a California limited liability company. PLAINTIFF is further informed and
6 believes, and thereon alleges, that Defendant STIIIZY BELL GARDENS LLC, a California
7 limited liability company, is authorized to conduct business in the State of California, and does
8 conduct business in the State of California. Specifically, Defendant STIIIZY BELL GARDENS
9 LLC, a California limited liability company, maintains offices and facilities and conducts
10 business in, and engages in illegal payroll practices or policies in, the County of Los Angeles,
11 State of California.

12 9. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
13 STIIIZY COVINA LLC, a California limited liability company, is, and at all times relevant hereto
14 was, a California limited liability company. PLAINTIFF is further informed and believes, and
15 thereon alleges, that Defendant STIIIZY COVINA LLC, a California limited liability company, is
16 authorized to conduct business in the State of California, and does conduct business in the State
17 of California. Specifically, Defendant STIIIZY COVINA LLC, a California limited liability
18 company, maintains offices and facilities and conducts business in, and engages in illegal payroll
19 practices or policies in, the County of Los Angeles, State of California.

20 10. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
21 STIIIZY CUDAHY LLC, a California limited liability company, is, and at all times relevant
22 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
23 and thereon alleges, that Defendant STIIIZY CUDAHY LLC, a California limited liability
24 company, is authorized to conduct business in the State of California, and does conduct business
25 in the State of California. Specifically, Defendant STIIIZY CUDAHY LLC, a California limited
26 liability company, maintains offices and facilities and conducts business in, and engages in illegal
27 payroll practices or policies in, the County of Los Angeles, State of California.

28 11. PLAINTIFF is informed and believes, and thereon alleges, that Defendant

1 STIIZY DEVELOPMENT LLC, a California limited liability company, is, and at all times
2 relevant hereto was, a California limited liability company. PLAINTIFF is further informed and
3 believes, and thereon alleges, that Defendant STIIZY DEVELOPMENT LLC, a California
4 limited liability company, is authorized to conduct business in the State of California, and does
5 conduct business in the State of California. Specifically, Defendant STIIZY DEVELOPMENT
6 LLC, a California limited liability company, maintains offices and facilities and conducts
7 business in, and engages in illegal payroll practices or policies in, the County of Los Angeles,
8 State of California.

9 12. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
10 STIIZY FONTANA LLC, a California limited liability company, is, and at all times relevant
11 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
12 and thereon alleges, that Defendant STIIZY FONTANA LLC, a California limited liability
13 company, is authorized to conduct business in the State of California, and does conduct business
14 in the State of California. Specifically, Defendant STIIZY FONTANA LLC, a California limited
15 liability company, maintains offices and facilities and conducts business in, and engages in illegal
16 payroll practices or policies in, the County of Los Angeles, State of California.

17 13. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
18 STIIZY JD LLC, a California limited liability company, is, and at all times relevant hereto was, a
19 California limited liability company. PLAINTIFF is further informed and believes, and thereon
20 alleges, that Defendant STIIZY JD LLC, a California limited liability company, is authorized to
21 conduct business in the State of California, and does conduct business in the State of California.
22 Specifically, Defendant STIIZY JD LLC, a California limited liability company, maintains
23 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
24 in, the County of Los Angeles, State of California.

25 14. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
26 STIIZY MANTECA LLC, a California limited liability company, is, and at all times relevant
27 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
28 and thereon alleges, that Defendant STIIZY MANTECA LLC, a California limited liability

1 company, is authorized to conduct business in the State of California, and does conduct business
2 in the State of California. Specifically, Defendant STIIIZY MANTECA LLC, a California limited
3 liability company, maintains offices and facilities and conducts business in, and engages in illegal
4 payroll practices or policies in, the County of Los Angeles, State of California.

5 15. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
6 STIIIZY PETALUMA LLC, a California limited liability company, is, and at all times relevant
7 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
8 and thereon alleges, that Defendant STIIIZY PETALUMA LLC, a California limited liability
9 company, is authorized to conduct business in the State of California, and does conduct business
10 in the State of California. Specifically, Defendant STIIIZY PETALUMA LLC, a California
11 limited liability company, maintains offices and facilities and conducts business in, and engages
12 in illegal payroll practices or policies in, the County of Los Angeles, State of California.

13 16. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
14 STIIIZY RIVERSIDE LLC, a California limited liability company, is, and at all times relevant
15 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
16 and thereon alleges, that Defendant STIIIZY RIVERSIDE LLC, a California limited liability
17 company, is authorized to conduct business in the State of California, and does conduct business
18 in the State of California. Specifically, Defendant STIIIZY RIVERSIDE LLC, a California limited
19 liability company, maintains offices and facilities and conducts business in, and engages in illegal
20 payroll practices or policies in, the County of Los Angeles, State of California.

21 17. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
22 STIIIZY SANTEE LLC, a California limited liability company, is, and at all times relevant hereto
23 was, a California limited liability company. PLAINTIFF is further informed and believes, and
24 thereon alleges, that Defendant STIIIZY SANTEE LLC, a California limited liability company, is
25 authorized to conduct business in the State of California, and does conduct business in the State
26 of California. Specifically, Defendant STIIIZY SANTEE LLC, a California limited liability
27 company, maintains offices and facilities and conducts business in, and engages in illegal payroll
28 practices or policies in, the County of Los Angeles, State of California.

1 18. PLAINTIFF is informed and believes, and thereon alleges, that Defendant TONY
2 HUANG is, and at times relevant hereto was, a resident of the State of California. PLAINTIFF is
3 further informed and believes, and thereon alleges, that Defendant TONY HUANG is, and at
4 times relevant hereto was, the alter ego, division, affiliate, integrated enterprise, joint employer,
5 subsidiary, parent, principal, related entity, co-conspirator, authorized agent, partner, joint
6 venturer, guarantor, actual or ostensible of DEFENDANTS. On information and belief,
7 Defendant TONY HUANG directly or indirectly employed or exercised control over the wages,
8 hours, and working conditions of PLAINTIFF and CLASS MEMBERS, and Defendant TONY
9 HUANG caused the wage and hour violations alleged herein, including but not limited to
10 violations of the California Labor Code, the California Business and Professions Code, and the
11 applicable Industrial Welfare Commission (“IWC”) wage order.

12 19. PLAINTIFF is informed and believes, and thereon alleges, that Defendant JAMES
13 KIM is, and at times relevant hereto was, a resident of the State of California. PLAINTIFF is
14 further informed and believes, and thereon alleges, that Defendant JAMES KIM is, and at times
15 relevant hereto was, the alter ego, division, affiliate, integrated enterprise, joint employer,
16 subsidiary, parent, principal, related entity, co-conspirator, authorized agent, partner, joint
17 venturer, guarantor, actual or ostensible of DEFENDANTS. On information and belief,
18 Defendant JAMES KIM directly or indirectly employed or exercised control over the wages,
19 hours, and working conditions of PLAINTIFF and CLASS MEMBERS, and Defendant JAMES
20 KIM caused the wage and hour violations alleged herein, including but not limited to violations
21 of the California Labor Code, the California Business and Professions Code, and the applicable
22 IWC wage order.

23 20. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
24 STAFFING PERSONNEL INC., a California corporation, is, and at all times relevant hereto was,
25 a California corporation. PLAINTIFF is further informed and believes, and thereon alleges, that
26 Defendant STAFFING PERSONNEL INC., a California corporation, is authorized to conduct
27 business in the State of California, and does conduct business in the State of California.
28 Specifically, Defendant STAFFING PERSONNEL INC., a California corporation, maintains

1 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
2 in, the County of Los Angeles, State of California.

3 21. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
4 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
5 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
6 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
7 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
8 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
9 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
10 when ascertained.

11 22. At all relevant times herein, DEFENDANTS were the joint employers of
12 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges,
13 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
14 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
15 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
16 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
17 Defendant, and each was the alter ego of the other.

18 23. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
19 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
20 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
21 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
22 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
23 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
24 failing to properly maintain records; failing to provide accurate itemized statements for each pay
25 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
26 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
27 violation of the California Labor Code and the applicable IWC Orders.

28 24. PLAINTIFF is informed and believes, and thereon allege, that each and every one

1 of the acts and omissions alleged herein were performed by, and/or attributable to, all
2 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
3 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
4 and scope of said agency, employment and/or direction and control.

5 25. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
6 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
7 provision regulating minimum wages or hours and days of work in any order of the Industrial
8 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

9 26. As a direct and proximate result of the unlawful actions of DEFENDANTS,
10 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
11 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
12 Court.

13 **CLIENT EMPLOYER-LABOR CONTRACTOR ALLEGATIONS**

14 27. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
15 material to this complaint, Defendant STIIIZY INC., Defendant STIIIZY IP LLC, Defendant
16 STIIIZY BELL GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY
17 CUDAHY LLC, Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA
18 LLC, Defendant STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY
19 PETALUMA LLC, Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC,
20 and/or DOES 1 through 50, were and remain business entities that obtain(ed) or are/were
21 provided workers to perform labor within their “usual course of business”—i.e., the regular and
22 customary work of a business, performed within or upon the premises or worksite of Defendant
23 STIIIZY INC., Defendant STIIIZY IP LLC, Defendant STIIIZY BELL GARDENS LLC,
24 Defendant STIIIZY COVINA LLC, Defendant STIIIZY CUDAHY LLC, Defendant STIIIZY
25 DEVELOPMENT LLC, Defendant STIIIZY FONTANA LLC, Defendant STIIIZY JD LLC,
26 Defendant STIIIZY MANTECA LLC, Defendant STIIIZY PETALUMA LLC, Defendant STIIIZY
27 RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC, and/or DOES 1 through 50—from a “labor
28 contractor,” as defined in Labor Code § 2810.3(a)(3). As such, at all times material to this

1 complaint, Defendant STIIIZY INC., Defendant STIIIZY IP LLC, Defendant STIIIZY BELL
2 GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY CUDAHY LLC,
3 Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA LLC, Defendant
4 STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY PETALUMA LLC,
5 Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC, and/or DOES 1
6 through 50 were and remain “client employers” as statutorily defined in California Labor Code §
7 2810.3(a)(1)(A).

8 28. PLAINTIFF is informed and believes, and thereon alleges that, at all times
9 material to this complaint, Defendant STAFFING PERSONNEL INC. and/or DOES 1 through 50
10 were and remain individuals or entities that supply, either with or without a contract, a client
11 employer with workers to perform labor within the client employers’ usual course of business.
12 As such, at all times material to this complaint, Defendant STAFFING PERSONNEL INC.
13 and/or DOES 1 through 50 were and remain “labor contractors” as that term is statutorily defined
14 in California Labor Code § 2810.3(a)(3).

15 29. PLAINTIFF is informed and believes, and thereon alleges that, at all times
16 material to this complaint, PLAINTIFF and CLASS MEMBERS were not exempt from the
17 payment of an overtime rate of compensation for executive, administrative, and professional
18 employees pursuant to wage orders by the IWC as described in Labor Code § 515.

19 30. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
20 material to this complaint, STIIIZY INC., Defendant STIIIZY IP LLC, Defendant STIIIZY BELL
21 GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY CUDAHY LLC,
22 Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA LLC, Defendant
23 STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY PETALUMA LLC,
24 Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC, and/or DOES 1
25 through 50—from a “labor contractor,” as defined in Labor Code § 2810.3(a)(3). As such, at all
26 times material to this complaint, Defendant STIIIZY INC., Defendant STIIIZY IP LLC, Defendant
27 STIIIZY BELL GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY
28 CUDAHY LLC, Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA

1 LLC, Defendant STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY
2 PETALUMA LLC, Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC,
3 and/or DOES 1 through 50 were and remain business entities with a workforce of greater than
4 twenty-five (25) workers, including those hired directly by the client employer and those obtained
5 from, or provided by, any labor contractor.

6 31. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
7 material to this complaint, STIIIZY INC., Defendant STIIIZY IP LLC, Defendant STIIIZY BELL
8 GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY CUDAHY LLC,
9 Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA LLC, Defendant
10 STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY PETALUMA LLC,
11 Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC, and/or DOES 1
12 through 50—from a “labor contractor,” as defined in Labor Code § 2810.3(a)(3). As such, at all
13 times material to this complaint, Defendant STIIIZY INC., Defendant STIIIZY IP LLC, Defendant
14 STIIIZY BELL GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY
15 CUDAHY LLC, Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA
16 LLC, Defendant STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY
17 PETALUMA LLC, Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC,
18 and/or DOES 1 through 50 were and remain business entities with more than five (5) workers
19 supplied by a labor contractor or labor contractors to the client employer at any given time.

20 32. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
21 material to this complaint, Defendant STIIIZY INC., Defendant STIIIZY IP LLC, Defendant
22 STIIIZY BELL GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY
23 CUDAHY LLC, Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA
24 LLC, Defendant STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY
25 PETALUMA LLC, Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC,
26 and/or DOES 1 through 50—from a “labor contractor,” as defined in Labor Code § 2810.3(a)(3).
27 As such, at all times material to this complaint, Defendant STIIIZY INC., Defendant STIIIZY IP
28 LLC, Defendant STIIIZY BELL GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant

1 STIIZY CUDAHY LLC, Defendant STIIZY DEVELOPMENT LLC, Defendant STIIZY
2 FONTANA LLC, Defendant STIIZY JD LLC, Defendant STIIZY MANTECA LLC, Defendant
3 STIIZY PETALUMA LLC, Defendant STIIZY RIVERSIDE LLC, Defendant STIIZY SANTEE
4 LLC, and/or DOES 1 through 50 were not states or the political subdivision of the states,
5 including any city, county, city and county, or special district.

6 33. PLAINTIFF is informed and believes, and thereon alleges that, at all times
7 material to this complaint, Defendant STAFFING PERSONNEL INC. and/or DOES 1 through 50
8 were neither bona fide nonprofit, community-based organizations that provide services to workers
9 nor bona fide labor organizations or apprenticeship programs or hiring halls operated pursuant to
10 a collective bargaining agreement.

11 34. PLAINTIFF is informed and believes, and thereon alleges that, at all times
12 material to this complaint, Defendant STAFFING PERSONNEL INC. and/or DOES 1 through 50
13 were not motion picture payroll service companies as defined in subparagraph (A) of paragraph
14 (4) of subdivision (f) of Section 679 of the Unemployment Insurance Code.

15 35. PLAINTIFF is informed and believes, and thereon alleges that, at all times
16 material to this complaint, Defendant STAFFING PERSONNEL INC. and/or DOES 1 through
17 50 were not third parties who were parties to an employee leasing arrangement, as defined by
18 Rule 4 of Section V of the California Workers Compensation Experience Rating Plan-1995
19 (Section 2353.1 of Title 10 of the California Code of Regulations), as it read on January 1, 2014.

20 36. Pursuant to Labor Code §2810.3(d), PLAINTIFF gave written notice to
21 DEFENDANTS by certified mail, postmarked November 6, 2024, of violations under Labor
22 Code § 2810.3(b). Therefore, because PLAINTIFF provided notice to DEFENDANTS of
23 violations under Labor Code § 2810.3(b) at least 30 days prior to filing a civil action against the
24 client employer for violations covered by Labor Code § 2810.3, PLAINTIFF has complied with
25 all of the requirements set forth in Labor Code §2810.3(d).

26 **CLASS ACTION ALLEGATIONS**

27 37. This action is appropriately suited for a Class Action because:
28

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in his best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11]

(Against all DEFENDANTS)

38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

39. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 7-2001, § 11.

40. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 7-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional

1 hour of compensation at each employee's regular rate of pay for each workday that a meal period
2 was not provided.

3 41. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
4 1197, and IWC Wage Order No. 7-2001 by failing to compensate PLAINTIFF and CLASS
5 MEMBERS for all hours worked during their meal periods.

6 42. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
7 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
8 earned and due, interest, penalties, expenses, and costs of suit.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Required Rest Periods**

11 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 12]**

12 **(Against all DEFENDANTS)**

13 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 44. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
16 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
17 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
18 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 7-2001, § 12.

19 45. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
20 Order No. 7-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
21 provided with a rest period, in accordance with the applicable wage order, one additional hour of
22 compensation at each employee's regular rate of pay for each workday that a rest period was not
23 provided.

24 46. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
25 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
26 earned and due, interest, penalties, expenses, and costs of suit.

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]**

4 **(Against all DEFENDANTS)**

5 47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 48. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 7-
8 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
9 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
10 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
11 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
12 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
13 on the seventh consecutive day of work in any workweek.

14 49. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
15 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
16 Order No. 7-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
17 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
18 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
19 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
20 California Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3; requiring, permitting
21 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
22 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
23 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
24 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
25 itemized wage statements to PLAINTIFF for each pay period; requiring PLAINTIFF and other
26 aggrieved employees to wait in line for security before and after their shifts and during meal
27 periods and rest periods; and other methods to be discovered.

28 50. In violation of California law, DEFENDANTS have knowingly and willfully

1 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
2 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
3 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
4 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
5 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
6 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

7 51. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
8 1194, 1198 and IWC Wage Order No. 7-2001, § 3. Therefore, pursuant to California Labor Code
9 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
10 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
11 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
12 fees, expenses, and costs of suit.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Pay Minimum Wages**

15 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

16 **(Against all DEFENDANTS)**

17 52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 53. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 7-
20 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
21 worked in a payroll period is unlawful.

22 54. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
23 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
24 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
25 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
26 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
27 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
28 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay

1 period; requiring PLAINTIFF and other aggrieved employees to wait in line for security before
2 and after their shifts and during meal periods and rest periods; and other methods to be
3 discovered.

4 55. DEFENDANTS' conduct described herein violates California Labor Code §§
5 1194, 1197, and IWC Wage Order No. 7-2001, § 4. As a proximate result of the aforementioned
6 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
7 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
8 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
9 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
10 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

13 **[Cal. Labor Code §§ 201, 202, 203]**

14 **(Against all DEFENDANTS)**

15 56. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
16 allegations in the foregoing paragraphs.

17 57. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
18 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
19 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
20 and unpaid at the time of discharge are due and payable immediately.

21 58. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
22 required to pay all accrued wages due to an employee no later than 72 hours after the employee
23 quits his or her employment, unless the employee provided 72 hours' previous notice of his or her
24 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

25 59. California Labor Code § 203 provides that if an employer willfully fails to pay, in
26 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
27 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
28 compensation to the employee at the same rate for up to 30 workdays.

60. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

61. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

62. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code § 226; IWC Wage Order No. 7-2001, § 7]

(Against all DEFENDANTS)

63. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

64. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, the inclusive dates of the period for which the employee is paid, only the last four digits of the employees social security number or an employee identification number other than a social security number, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 7-2001, § 7.

65. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed

1 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
2 statements in accordance with California Labor Code § 226(a).

3 66. As a proximate result of DEFENDANTS' unlawful actions and omissions,
4 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
5 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
6 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
7 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
8 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
9 California Labor Code § 226(e), as well as other available remedies.

10 **SEVENTH CAUSE OF ACTION**

11 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of** 12 **Duties**

13 **[Cal. Labor Code § 2802]**

14 **(Against all DEFENDANTS)**

15 67. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
16 allegations in the foregoing paragraphs.

17 68. California Labor Code § 2802(a) requires an employer to indemnify an employee
18 for all necessary expenditures or losses incurred by the employee in direct consequence of the
19 discharge of his or her duties, or of his or her obedience to the directions of the employer.

20 69. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
21 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
22 in direct consequence of the discharge of their duties while working under the direction of
23 DEFENDANTS, including but not limited to expenses for clear bags or backpacks, and other
24 employment-related expenses, in violation of California Labor Code § 2802.

25 70. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
27 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
28 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are

entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

[Cal. Bus. & Prof. Code §§ 17200 et. seq.]

(Against all DEFENDANTS)

71. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

72. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

73. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

74. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California

1 Labor Code and other applicable regulations.

2 75. As a result of DEFENDANTS' unfair and unlawful business practices,
3 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
4 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
5 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
6 MEMBERS.

7 76. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
8 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
9 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
10 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
11 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
12 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
13 jurisdiction of this Court.

14 **NINTH CAUSE OF ACTION**

15 **Representative Action for Civil Penalties**

16 **[Cal. Labor Code §§ 2698–2699.5]**

17 **(Against All DEFENDANTS)**

18 77. PLAINTIFF incorporates herein by specific reference as though fully set forth the
19 allegations in all preceding paragraphs, with exception of the allegations in paragraph 37 and the
20 subparagraphs thereto.

21 78. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
22 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
23 current and former non-exempt employees of DEFENDANTS during the relevant statutory period
24 (“AGGRIEVED EMPLOYEES”) pursuant to the procedures specified in California Labor Code
25 § 2699.3, because PLAINTIFF and AGGRIEVED EMPLOYEES were employed by
26 DEFENDANTS and the alleged violations of the California Labor Code were committed against
27 PLAINTIFF and AGGRIEVED EMPLOYEES.

28 79. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),

1 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
2 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 256, 558, 1174.5, 1197.1,
3 and IWC Wage Order No. 7-2001, § 20, from DEFENDANTS in a representative action on
4 behalf of the State of California and AGGRIEVED EMPLOYEES for the violations set forth
5 above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204,
6 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to an award
7 of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

8 80. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
9 November 6, 2024 by online filing to the California Labor and Workforce Development Agency
10 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
11 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
12 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
13 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

14 81. Therefore, PLAINTIFF has complied with all of the requirements set forth in
15 California Labor Code § 2699.3 to commence a representative action under PAGA.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
18 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
19 and each of them, as follows:

- 20 1. For compensatory damages in an amount to be ascertained at trial;
- 21 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
22 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 23 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
24 and IWC Wage Order No. 7-2001;
- 25 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 26 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
27 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
28 from engaging in the unlawful business practices complained of herein;

- 1 6. For waiting time penalties pursuant to California Labor Code § 203;
- 2 7. For statutory and civil penalties according to proof, including but not limited to all
- 3 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 4 8. For interest on the unpaid wages at 7% per annum pursuant to California Labor
- 5 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
- 6 provision providing for pre-judgment interest;
- 7 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code
- 8 §§ 218.5, 226, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable
- 9 provisions providing for attorneys’ fees and costs;
- 10 10. For declaratory relief;
- 11 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
- 12 Seventh, and Eighth Causes of Action as a class action;
- 13 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF’s
- 14 counsel as class counsel; and
- 15 13. For such further relief that the Court may deem just and proper.

16

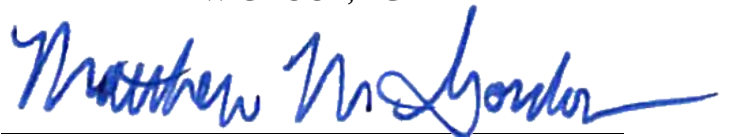
17 DATED: April 8, 2025

Respectfully submitted,

18 MATERN LAW GROUP, PC

19

20 By:



21 MATTHEW J. MATERN
22 MATTHEW W. GORDON
23 ERIN R. HUTCHINS
24 Attorneys for Plaintiff
25 GABRIELA LOPEZ VILLANUEVA,
26 individually, and on behalf of all others
27 similarly situated
28

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DATED: April 8, 2025

MATERN LAW GROUP, PC

Matthew W. Gordon

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similarly situated