Fill in this information to identify the case:

Debtor Ample, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 25-90817

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Maricela Guerrero Santo

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Maricela Guerrero Santo Mary E. Olsen PO Box 3103 Mobile, AL 36602, United States	
Contact phone 2514338100	Contact phone
Contact email molsen@thegardnerfirm.com	Contact email

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

25908172602270000000000007

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ Approximately 17150 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

WARN Act, California WARN Act, see attached and California Labor Code §§ 20200

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

25908172602270000000000007

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☑ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☑ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$ Approximately 17150
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 02/27/2026
MM / DD / YYYY

/s/Mary E. Olsen
Signature

Print the name of the person who is completing and signing this claim:

Name: Mary E. Olsen
First name Middle name Last name

Title: Attorney for Claimants

Company: The Gardner Firm
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

25908172602270000000000007

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 475-7847 | International (781) 575-2036

Debtor:
25-90817 - Ample, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
Maricela Guerrero Santo
Mary E. Olsen
PO Box 3103

Mobile, AL, 36602
United States
Phone:
2514338100
Phone 2:
Fax:
Email:
molsen@thegardnerfirm.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
WARN Act, California WARN Act, see attached and California Labor Code §§ 20200

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
Approximately 17150

Includes Interest or Charges:
No

Has Priority Claim:
Yes

Priority Under:
11 U.S.C. §507(a)(4): Approximately 17150

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Mary E. Olsen on 27-Feb-2026 8:00:53 a.m. Pacific Time
Title:
Attorney for Claimants
Company:
The Gardner Firm

VN: 2BDB6B99C18792A6975361C13D349DF9

Your claim can be filed electronically on Verita's website at https://www.veritaglobal.net/ample

United States Bankruptcy Court for the Southern District of Texas	
Indicate Debtor against which you assert a claim by checking the appropriate box below. (**Check only one Debtor per claim form.**)	
☑ Ample, Inc. (Case No. 25-90817)	☐ Ample Texas EV, LLC (Case No. 25-90816)

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?

MARICELA GUERRERO SANTO

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☑ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Mary E. Olsen Attorney for claimants Name	Name
PO Box 3103 Number Street	Number Street
Mobile, AL 36602 City State ZIP Code	City State ZIP Code
Country	Country
Contact phone (251) 433-8100	Contact phone
Contact email molsen@thegardnerfirm.com	Contact email

Uniform claim identifier (if you use one):

_ _

4. Does this claim amend one already filed?

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?**

$ Approx. $17,150+. **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

WARN Act, California WARN Act, see attached and California Labor Code §§ 20200 et seq. for Defendant's failure to pay timely wages upon termination.

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☑ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☑ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$ approximately $17,150+ plus any nonpriority remainder above $17,150 as a general
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$ unsecured
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$ claim
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 2/26/2026
MM / DD / YYYY

/s/ Mary E. Olsen
Signature

Print the name of the person who is completing and signing this claim:

Name: Mary E. Olsen
First name Middle name Last name

Title: Attorney for claimants

Company: The Gardner Firm, P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: PO Box 3103
Number Street

Mobile, AL 36602
City State ZIP Code Country

Contact phone: (251) 433-8100 Email: molsen@thegardnerfirm.com

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re	
AMPLE, INC.[1]	**Chapter 11** **Case No. 25-90817 (CML)** **(Joint Administration pending)**
Debtor.	
----------	**Adversary Proceeding No.**
SABRINA OHANIAN, HENRY SMITH and MARICELA GUERRERO SANTO on behalf of themselves and all others similarly situated,	
Plaintiffs,	**CLASS ACTION ADVERSARY PROCEEDING COMPLAINT**
v.	
AMPLE, INC. ***aka* Ample Energy, Inc.**	
Defendant.	

CLASS ACTION ADVERSARY PROCEEDING COMPLAINT

Sabrina Ohanian, Henry Smith and Maricela Guerrero Santo ("Plaintiffs") by and through undersigned counsel, on behalf of themselves and all other similarly situated persons, as and for their Complaint against Ample, Inc. aka Ample Energy, Inc., ("Defendant"), allege as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157, 1331, 1334 and 1367.

2. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (B) and (O).

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1 The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Motion is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

NATURE OF THE ACTION

3. This is a class action for the recovery by Plaintiffs and other Similarly Situated Employees of the Defendant, of damages in the amount of 60 days' pay and ERISA benefits by reason of Defendant's violation of the Plaintiffs' rights under the Worker Adjustment and Retraining Notification Act of 1988 29 U.S.C. §§ 2101-2109 *et. seq.* (the "WARN Act") and the California Labor Code § 1400 et. seq. ("California WARN Act" and collectively the "WARN Acts"). The Plaintiffs were employees of the Defendant and were terminated as part of, or as a result of mass layoffs and/or plant closings ordered by the Defendant. As such, the Defendant violated the WARN Acts by failing to give the Plaintiffs and other similarly situated employees of the Defendant at least 60 days' advance written notice of termination, as required by the WARN Acts. As a consequence, the Plaintiffs and other similarly situated employees of the Defendant are entitled under the WARN Acts to recover from the Defendant their wages and ERISA benefits for 60 days, none of which has been paid.

4. Plaintiffs and the other similarly situated employees of the Defendant also seek to recover under California Labor Code §§ 20200 *et seq.* for Defendant's failure to pay timely wages upon termination.

PARTIES

5. Upon information and belief, at all relevant times, Defendant was a California corporation which maintained Facilities at 100 Hooper St Suite 25, San Francisco, CA 94107 (the "Hooper Facility"); 245 S Spruce Ave Ste 200 South San Francisco, CA 94080 (the "Spruce Facility"); 15 Tubbs Street San Francisco, CA 94107, (the "Tubbs Facility"); 91-99 Park Ln, Brisbane, CA 94005 (the "Brisbane Facility" and collectively with the Hooper, Spruce and Tubbs Facilities, the "Facilities").

6. Upon information and belief, at all relevant times, Plaintiffs were employed by Defendant and worked at or reported to the Hooper Facility until their termination without cause on or about September 10, 2025.

7. Until on or about September 10, 2025, Plaintiffs and all other similarly situated employees, were employed by Defendant and worked at, or reported to, or were assigned work from the Facilities (the "Other Similarly Situated Employees").

8. On or about September 10, 2025 and thereafter, Defendant ordered the termination of Plaintiffs' employment together with the termination of approximately 200 other employees who worked at or reported to or were assigned work from the Facilities as part of a mass layoff and/or plant closing as defined by the WARN Act, and/or mass layoffs or terminations as defined under the California WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Acts.

9. On or about December 16, 2025, Defendant filed with this Court voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code.

10. Plaintiffs and the Other Similarly Situated Employees were employed by Defendant at the Facilities until their termination without cause on or about September 10, 2025 and thereafter at which time Defendant ordered mass layoffs and/or plant closings as defined by the WARN Act, and/or mass layoffs or terminations as defined under the California WARN Act.

11. Upon information and belief, approximately 200 persons were employed at the Facilities by Defendant until their termination without cause on or about September 10, 2025 and thereafter.

12. The Plaintiffs brings this action on their own behalf and on behalf of all other employees of the Defendant, pursuant to Rules 7023(a) and (b) of the Federal Rules of Bankruptcy,

Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the WARN Act, and the California WARN Act, who also worked at or reported to the Facilities, and who were terminated as part of or as the foreseeable result of a mass layoff and/or plant closing, as defined by the WARN Act, and/or mass layoffs, relocations, or terminations as defined under the California WARN Act, at the Facility, ordered by Defendant on or about September 10, 2025 and thereafter (collectively, "the Class").

13. On or about September 10, 2025 and thereafter, Defendant, ordered the termination of the Plaintiffs' employment together with the termination of all other employees who worked at or reported to the Facilities as part of a mass layoff and/or plant closing as defined by the WARN Act, and/or mass layoffs or terminations or relocations as defined under the California WARN Act, for which they were entitled to receive 60 days advance written notice.

CLASS ACTION ALLEGATIONS PURSUANT TO 29 U.S.C. § 2104 and CALIFORNIA LABOR CODE §§ 1460 et seq.

14. The Plaintiffs and each person they seek to represent herein, were discharged on or about September 10, 2025 and thereafter without cause on his or her part and are "affected employees" within the meaning of 29 U.S.C. § 2101(a)(5).

15. The Plaintiffs bring this action on their own behalf and, pursuant to the WARN Act, and the California WARN Act, and Rules 7023(a) and (b)(3) of the Federal Rules of Bankruptcy and Rules 23(a) and (b) of the Federal Rules of Civil Procedure, on behalf of all other similarly situated former employees of Defendant who were terminated as part of a mass layoff and/or plant closing as defined by the WARN Act, and/or as part of a "mass layoff" or "termination" as defined under the California WARN Act, on or about September 10, 2025 and thereafter, who worked at or reported to the Facility until their terminations.

16. On or about September 10, 2025 and thereafter, Defendant terminated the Plaintiffs' employment as part of a mass layoff and/or plant closing as defined by the WARN Act, and/or as

part of a “mass layoff” or “termination” as defined under the California WARN Act, for which they were entitled to receive to sixty (60) days' advance written notice.

17. Defendant never gave Plaintiffs the statutorily required sixty (60) days advance written notice of the mass layoff and/or plant closing in violation of the WARN Acts.

18. At or about the time that the Plaintiffs were discharged on or about September 10, 2025, Defendant discharged approximately 200 other employees at the Facility (the "Other Similarly Situated Former Employees") without cause on their part.

19. Pursuant to the WARN Acts, the Plaintiffs maintain this claim on behalf of each of the Other Similarly Situated Former Employees and for his or her benefit.

20. Each of the Other Similarly Situated Former Employees is similarly situated to the Plaintiffs in respect to his or her rights under the WARN Acts.

21. The Plaintiffs and the Other Similarly Situated Former Employees were discharged by Defendant, without cause on their part.

22. The Plaintiffs and each of the Other Similarly Situated Former Employees are “affected employees" within the meaning of WARN Act 29 U.S.C. § 2101(a)(5).

23. Defendant was required by the WARN Acts to give the Plaintiffs and the Other Similarly Situated Former Employees at least sixty (60) days prior written notice of their respective terminations.

24. Prior to their termination, neither the Plaintiffs nor the Other Similarly Situated Former Employees received written notice that complied with the requirements of the WARN Acts.

25. Defendant failed to pay the Plaintiffs and the Other Similarly Situated Former Employees their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for sixty (60) calendar days following their respective terminations and failed to make the

401(k) contributions and provide health insurance coverage and other employee benefits under ERISA in respect to them for sixty (60) calendar days from and after the dates of their respective terminations.

CLASS ACTION ALLEGATIONS RULE 7023 (a) and (b)

26. The Plaintiffs asserts this claim on behalf of themselves and the Other Similarly Situated Former Employees pursuant to Rules 7023(a) and (b)(3) of the Federal Rules of Bankruptcy and Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

27. The Plaintiffs and the Other Similarly Situated Former Employees constitute a class within the meaning of Rules 7023(a) and (b)(3) of the Federal Rules of Bankruptcy and Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure (The "Class")

28. Common questions of law and fact are applicable to all members of the Class.

29. The common questions of law and fact arise from and concern the following facts and actions, among others, that Defendant committed or failed to commit as to all members of the Class: all Class members enjoyed the protection of the WARN Acts; all Class members were employees of Defendant who, prior to the terminations, worked at or reported to the Facility; Defendant terminated the employment of all the members of the Class without cause on their part without giving them at least sixty (60) days' prior written notice as required by the WARN Acts; Defendant failed to pay the Class members wages and to provide other employee benefits for the sixty (60) day period following their respective terminations and Defendant failed to pay timely wages as required by California Labor Code §§ 200 *et seq*.

30. The questions of law and fact common to the members of the Class, as above noted, predominate over any questions affecting only individual members, and thus, this Class claim is superior to other available methods for the fair and efficient adjudication of this controversy.

31. The Plaintiffs' claims are typical of the claims of other members of the Class in that for each of the several acts described above.

32. The Plaintiffs will fairly and adequately protect and represent the interests of the Class.

33. The Plaintiffs have the time and resources to prosecute this action and have retained counsel who have had extensive experience in matters involving employee rights, the WARN Acts, class action litigation and bankruptcy court litigation.

34. The Class is so numerous as to render joinder of all members impracticable as there are approximately 200 persons who are included in the Class.

35. The Class meets the requirements of Fed. R. Civ. P. 23(a) for class certification.

36. The Class meets the requirements of Fed. R. Civ. P. 23(b)(3) because the questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

37. Concentrating all the potential litigation concerning the WARN Acts rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties and is the most efficient means of resolving the WARN Acts rights of all the Class members.

38. On information and belief, the identities of the Class members are contained in the books and records of Defendant.

39. On information and belief, a recent residence address of each of the Class members is contained in the books and records of Defendant.

40. On information and belief, the rate of pay and benefits that were being paid by

Defendant to each Class member at the time of his/her termination are contained in the books and records of Defendant.

41. As a result of Defendant's violation of the WARN Acts, the Plaintiffs and the other members of the Class have been damaged in amounts equal to the sum of: (a) their respective lost wages, salaries, commissions, bonuses, accrued holiday pay, accrued vacation pay, 401(k) contributions for sixty (60) days; (b) the health and medical insurance and other fringe benefits that they would have received or had the benefit of receiving, for a period of sixty (60) days after the dates of their respective terminations; and (c) medical expenses incurred during such period by such persons that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period.

FIRST CLAIM FOR RELIEF-FEDERAL WARN ACT

42. At all relevant times, the Defendant employed 100 or more employees (exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 60 day period prior to the date notice was required to be given (the "Part-Time Employees")), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

43. At all relevant times, the Defendant was an "employer," as that term is defined in the WARN Act and continued to operate as a business until it determined to order a mass layoff and/or plant closing at the Facility.

44. On or about September 10, 2025 and thereafter the Defendant ordered a "mass layoff" and/or "plant closing" at the Facility, as that term is defined by the WARN Act.

45. The mass layoff and/or plant closing at the Facility resulted in "employment losses,"

as that term is defined by the WARN Act for at least fifty (50) of Defendant's employees as well as 33% of Defendant's workforce at the Facility, excluding "part-time employees," as that term is defined by the WARN Act.

46. The Plaintiffs and each of the other members of the Class were discharged by the Defendant without cause on his or her part as part of or as the reasonably foreseeable result of the plant closing ordered by the Defendant at the Facility.

47. The Plaintiffs and each of the other members of the Class are "affected employees" of the Defendant within the meaning of the WARN Act.

48. The Defendant was required by the WARN Act to give the Plaintiffs and each of the other members of the Class at least 60 days' advance written notice of his or her termination.

49. The Defendant failed to give the Plaintiffs and other members of the Class written notice that complied with the requirements of the WARN Act.

50. The Plaintiffs and each of the other members of the Class are "aggrieved employees" of the Defendant as that term is defined in the WARN Act.

51. The Defendant failed to pay the Plaintiffs and each of the other members of the Class their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 days following their respective terminations and failed to make the pension and 401(k) contributions and provide employee benefits under ERISA, other than health insurance, for 60 days from and after the dates of their respective terminations.

52. The relief sought in this proceeding is equitable in nature.

SECOND CLAIM FOR RELIEF-CALIFORNIA WARN ACT

53. Plaintiffs reallege and incorporate by reference all allegations in the proceeding paragraphs.

54. Plaintiffs and similarly situated employees who worked at or reported to the Facilities in California are former "employees," of Defendant, all as defined in the California WARN Act.

55. Defendant terminated the employment of Plaintiffs and the Other Similarly Situated Employees, pursuant to a "mass layoff," "relocation" or "termination" as defined in the California WARN Act beginning on or about September 10, 2025 and thereafter.

56. At all relevant times, the Defendant was an "employer" as defined in the California WARN Act.

57. Defendant violated the California WARN Act by ordering a "mass layoff," "relocation" or "termination" in California without giving written notice at least 60 days before the order took effect to (1) the employees affected by the order and (2) the Employment Development Department, the local workforce investment board, and the chief elected official of each city and county government within which the mass layoff, relocation or termination occurred.

58. As a result of Defendant's violation of the California WARN Act, Plaintiffs and the Other Similarly Situated Employees are entitled to damages in an amount to be determined in accordance with the California WARN Act.

59. Plaintiffs have incurred and the Other Similarly Situated Employees will incur attorneys' fees in prosecuting this claim and are entitled to an award of attorneys' fees under the California WARN Act.

THIRD CLAIM FOR RELIEF- California Labor Code §§ 200 *et seq.*

60. At all relevant times, the Defendant was an employer subject to the California Labor Code and employed the Plaintiff and Other Similarly Situated Former Employees.

61. On or about September 10, 2025, the Defendant ordered a mass layoff or termination at the Facilities.

62. The Plaintiff and each of the Other Similarly Situated Former Employees were discharged by the Defendant as part of the mass layoff or termination ordered by the Defendant at the Facilities.

63. The Plaintiff and each of the Other Similarly Situated Former Employees were owed unpaid wages upon their terminations.

64. The Defendant was required to pay the Plaintiff and each of the Other Similarly Situated Former Employees their wages and other compensation immediately upon their terminations, pursuant to California Labor Code § 200 *et seq*.

65. The Defendant refused to pay the Plaintiff and the Other Similarly Situated Former Employees wages and other compensation upon terminating them.

66. As a consequence of Defendant's failure to timely pay Plaintiffs and the Other Similarly Situated Former Employees' wages, Plaintiffs and the Other Similarly Situated Former Employees are entitled to wage continuation up to thirty days as a penalty, pursuant to California Labor Code § 203.

WHEREFORE, Plaintiffs on their own behalf and on behalf of each of the other Class members demand judgment against Defendant as follows:

A. An allowed priority claim pursuant to 11 U.S.C. § 507(a)(4) and (5) up to $17,150 against Defendant in favor of the Plaintiffs and Class members equal to the sum of: (a) unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay, pension and 401(k) contributions and other ERISA benefits, for a maximum of 60 days, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Acts with any remainder as a general unsecured claim;

B. A judgment against Defendant in favor of the Plaintiffs and the other Class members for the sum of: (a) unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay, pension and 401(k) contributions and other ERISA benefits, for a maximum of 60 days, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Acts;

C. An allowed claim against Defendant in favor of the Plaintiffs and Other Similarly Situated Former Employees equal to the sum of unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, due upon their terminations, plus interest, pursuant to California Labor Code §§ 201 and 218.6. The first $17,150 of the amounts due pursuant to California Labor Code § 201 to the Plaintiff and each of the Other Similarly Situated Former Employee are entitled to priority status, under 11 U.S.C. § 507(a)(4) and (5), with the remaining balance as a general unsecured claim.

D. An allowed claim against Defendant in favor of the Plaintiff and the Other Similarly Situated Former Employees equal to the sum of all amounts due for thirty days wage continuation, plus interest, pursuant to California Labor Code §§ 203 and 218.6. Such amounts which accrued prepetition are entitled to priority status, under 11 U.S.C. § 507(a)(4) up to a maximum of $17,150, with any remainder as a general unsecured claim. Any and all amounts due to Plaintiff and the Other Similarly Situated Former Employees pursuant to California Labor Code § 203 that accrued post-petition are entitled to administrative priority claim status under 11 U.S.C. § 503.

E. Certification that the Plaintiffs and the other Class members constitute a single class;

F. Appointment of the undersigned attorneys as Class Counsel;

G. Appointment of Plaintiffs as the Class Representatives and payment of reasonable compensation to them for their services as such;

H. An allowed claim against Defendant for the reasonable attorneys' fees and the costs and disbursements that the Plaintiffs incur in prosecuting this action, as authorized by the WARN Acts;

I. Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

December 17, 2025

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