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March 5, 2021

**Sent By Certified Mail to Employer Outsourcing, Inc., Izzus Partners, Inc., Toll Global Forwarding (Americas) Inc., Toll Global Forwarding (USA) Inc., Toll Global Forwarding Holdings (USA) Inc., Toll Global Forwarding SCS (USA) Inc., Diamond PEO, LLC, Rhinestone FV Enterprise Corp.**

**Submitted Via Online to Labor and Workforce Development Agency**

**Employers Outsourcing, Inc.**  
480 W. Alluvial Avenue  
Fresno, California 93650

**Christopher A. Brown**  
**Agent for Service of Process for**  
**Employers Outsourcing, Inc.**  
8080 N. Palm Avenue, Third Floor  
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**Izzuz Partners, Inc.**  
10540 Haledon Avenue  
Downey, California 90241

**Legalzoom.com, Inc.**  
**Agent for Service of Process for Izzuz**  
**Partners, Inc.**  
101 N. Brand Blvd., 11th Floor  
Glendale, California 91203

**Toll Global Forwarding (Americas) Inc.**  
800 Federal Blvd.

Carteret New Jersey 070008

**CT Corporation System (C0168406)**  
818 West Seventh, Ste. No. 930  
Los Angeles, California 90017

**Toll Global Forwarding (USA) Inc.**  
150-15 183rd Street  
Springfield Gardens, New York, 11413

**CT Corporation System (C0168406)**  
818 West Seventh, Ste. No. 930  
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**Inc.**  
150-15 183rd Street  
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800 Federal Blvd.  
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**Diamond PEO, LLC**  
27442 Calle Arroyo Suite No. A  
San Juan Capistrano, California 92675

**Labor and Workforce Development  
Agency**  
Attn. PAGA Administrator  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102  
(415) 703-4810

**Pacific Registered Agents, Inc.**  
**Agent for Service of Process for Diamond PEO, LLC**  
Four Embarcadero Center, Suite 1400 No. 85  
San Francisco, California 94111

**Rhinestone FV Enterprise Corp.**  
27442 Calle Arroyo Suite No. A  
San Juan Capistrano, California 92675

**Pacific Registered Agents, Inc.**  
**Agent for Service of Process for Rhinestone FV Enterprise Corp.**  
Four Embarcadero Center, Suite 1400 No. 85  
San Francisco, California 94111

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE  
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699  
Violations of California Labor Code Sections 210, 221, 226(a) 1-2, 4-5, 8-9, 226(a)(b),  
226.3, 226.7, 432, 510, 512, 1194, 1198.5, 2802  
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order  
Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17 (“Wage Orders 1, 2, 3, 4, 5, 6, 7, 8,  
9, 10, 13, 14, 15, 16 and 17”), Sections 11  
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.  
Code § 2699.3)

***Maria Gutierrez v. Toll Global Forwarding (USA) Inc. et al.***

Dear Employers Outsourcing, Inc., Izzuz Partners, Inc., Toll Global Forwarding (Americas) Inc., Toll Global Forwarding (USA) Inc., Toll Global Forwarding Holdings (USA) Inc., Toll Global Forwarding SCS (USA) Inc., Diamond PEO, LLC, Rhinestone FV Enterprise Corp. and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f)), which provides notice to the PAGA Administrator, Employers Outsourcing, Inc. (“EOI”), Izzuz Partners, Inc. (“IPI”), Toll Global Forwarding (Americas) Inc. (“TGFI”), Toll Global Forwarding (USA) Inc. (“TGFUI”), Toll Global Forwarding Holdings (USA) Inc. (“TGFHUI”), Toll Global Forwarding SCS (USA) Inc. (“TGFSUI”), Diamond PEO, LLC (“DPL”), and Rhinestone FV Enterprise Corp. (“RFVE”) by Maria Gutierrez (“Ms. Gutierrez”) on behalf of all aggrieved current and aggrieved former similarly situated employees of Employers Outsourcing, Inc., Izzuz Partners, Inc., Toll Global Forwarding (Americas) Inc., Toll Global Forwarding (USA) Inc., Toll Global Forwarding Holdings (USA) Inc., Toll Global Forwarding SCS (USA) Inc., Diamond PEO, LLC, and Rhinestone FV Enterprise Corp. (collectively referred to herein as “Defendants”) in California, a private right of action under the Private Attorney General Act (PAGA) of 2004. EOI and IOI shall be collectively referred to herein as “Staffing Employer.” TFFI, TFFUI, TGFHUI, TGFSUI, DPL ad RFVE shall be collectively referred to herein as “Worksite Employer.”

As a prerequisite to filing this private action in superior court, Ms. Gutierrez is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at [ajackson@jacksonapc.com](mailto:ajackson@jacksonapc.com).

### ***Facts and Theories***

On Ms. Gutierrez’s paystubs, EOI was identified as the employer. IPI was also a company that was identified on Ms. Gutierrez’s check and issued as “Employers Outsourced in Service to Izzuz Partners, Inc.” The Staffing Employer staffed workers at the Worksite Employer.

The Staffing Employer deploys worker to the Worksite Employer. The Worksite Employer is a logistics company that provides services such as transportation, freight, express services, business services and other general services to companies.

This letter encompasses violations for Defendants’ California Labor Code violations throughout California with similarly situated aggrieved employees across California.

The aggrieved current and aggrieved former similarly situated shall be defined in two separate groups. As to the Staffing Employer, the aggrieved current and aggrieved former similarly

situated shall be defined as the Staffing Employer PAGA Group comprised of all California nonexempt employees that the Staffing Employer deployed to work at any and all of its clients and customers California business locations during the relevant time period. As to Worksite Employer, shall be defined as the Worksite Employer PAGA group comprised of all California nonexempt employees that the Staffing Employer deployed to work at the Worksite Employer at the Worksite Employer's California business locations during the relevant time period.

Plaintiff worked for Defendants until on or mid-2020 as a non-exempt employee that was staffed by Staffing Employer and deployed to work at Worksite Employer.

Furthermore, Plaintiff, and the Worksite PAGA Group were required to go through security checks each day off-the clock at the end of their shifts and not paid for this time they were required to undergo these security checks that lasted approximately 5 minutes or more.

Furthermore, Plaintiff, and the Worksite PAGA Group were not provided with all entitled 30-minute duty-free uninterrupted meal periods each five hours of its working shifts due to having to go through security checks when leaving the premises and when returning to the premises shortening and interrupting the meal breaks each time they took a meal break

Defendants violated California Labor Code sections 226.7, 512, and Wage Orders 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17, Section 11. Other similarly situated employees at Defendant were under the same conditions as Plaintiff.

Moreover, the Staffing Employer failed to state the legal name and legal entity of all employers on Plaintiff's and the Staffing Employer PAGA Group and Worksite Employer PAGA Group's wage statements as required by California Labor Code section 226(a) 8. All other similarly situated employees were subjected to the same working conditions as Plaintiff, such as not being provided with the legal name and legal entity of all employers on Plaintiff's wage statements.

Furthermore, the Staffing Employer PAGA Group and Worksite Employer PAGA Group were required to purchase their own face masks to protect themselves from the COVID-19 virus at work and not reimbursed for this expense incurred in order to perform their job duties in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s).

Furthermore, at the time of Plaintiff's termination, the Staffing Employer and Worksite Employer refused to pay Plaintiff, Staffing Employer PAGA Group and Worksite Employer PAGA Group all wages for all hours worked for off-the clock work during security checks and off-the-clock work during unpaid meal breaks while undergoing security checks. Plaintiff believes that Staffing Employer and Worksite Employer do not pay all wages for all hours worked during their employment and at the time of termination.

By virtue of not authorizing or permitting Plaintiff, Staffing Employer PAGA Group and Worksite Employer PAGA Group to take their entitled meal breaks on a timely basis, failing to

include the full name and address of all legal entity employers, failing to insert all hours worked and wages earned for the off-the-clock work, and failing to pay out premium wages for meal break violations, Defendant is violating California Labor Code Sections 226(a) 1, 2, 4, 5, 8, 9, 226.3, 226.7, 512, 2802 and Wage Orders 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17, Section 11.

***Violation of California Labor Code § 210***

Labor Code section 210, an employer may not fail to pay the wages of each employee. Here, the Worksite Employer required Plaintiff, and the Worksite Employer PAGA Group were subjected to uncompensated waiting time while being subjected to security checks that lasted up to 5 minutes and longer after clocking-out as a post-shift security check and off-the-clock work for meal period security check in which the Worksite Employer would require its employees to undergo security checks before exiting the premises.

***Violation of California Labor Code § 221***

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Again, here, Worksite Employer required Plaintiff, and the Worksite Employer PAGA Group were subjected to uncompensated waiting time while being subjected to security checks that lasted up to 5 minutes and longer after clocking-out as a post-shift security check and off-the-clock work for meal period security check in which the Worksite Employer s would require its employees to undergo security checks before exiting the premises.

***Violation of California Labor Code § 226(a)***

Labor Code § 226 (a) requires employers to provide “accurate itemized statement in writing” each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Plaintiff’s contention that the Staffing Employer PAGA Group and Worksite Employer PAGA Group’s are in violation of the following California Labor Codes:

***Violation of 226 (a)(1)***

Section a (1) requires gross wages to be inserted on an employee’s paystubs. Plaintiff and the Staffing Employer PAGA Group and Worksite Employer PAGA Group’s paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Defendants did not accurately depict compensation as it failed to disclose applicable hourly rates and total hours worked for performing on-premises meal breaks and requirement to

work through meal breaks off-the-clock, and for uncompensated pre-shift preparation time lasting up to 30 minutes.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee's paystubs. Plaintiff, and the Worksite Employer PAGA Group paystubs did not accurately reflect their total hours worked by virtue of not accurately depicting hours worked while subjected to uncompensated waiting time while being subjected to security checks that lasted up to 5 minutes and longer after clocking-out as a post-shift security check and off-the-clock work for meal period security check in which the Worksite Employer s would require its employees to undergo security checks before exiting the premises.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Plaintiff and the Staffing Employer PAGA Group and Worksite Employer PAGA Group's paystubs did not accurately reflect their deductions by virtue of excluding hours worked and wages earned because Worksite Employer PAGA Group were subjected to uncompensated waiting time while being subjected to security checks that lasted up to 5 minutes and longer after clocking-out as a post-shift security check and off-the-clock work for meal period security check in which the Worksite Employer s would require its employees to undergo security checks before exiting the premises.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Plaintiff and the Staffing Employer PAGA Group and Worksite Employer PAGA Group's paystubs did not accurately reflect net wages earned by virtue of excluding hours worked and net wages earned because Worksite Employer PAGA Group were subjected to uncompensated waiting time while being subjected to security checks that lasted up to 5 minutes and longer after clocking-out as a post-shift security check and off-the-clock work for meal period security check in which the Worksite Employer would require its employees to undergo security checks before exiting the premises.

Violation of 226 (a)(8)

Section a (8) requires the name and address of the legal entity that is the employer. Plaintiff and the Staffing Employer PAGA Group and Worksite Employer PAGA Group's paystubs did not reflect the full name and address of the legal entity that Staffing Employer deployed Plaintiff to work at and rather just the staffing agency employer.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and other similarly situated employees' paystubs did not disclose all applicable hourly rates and corresponding number of hours failed to disclose applicable hourly rates and total hours worked as it failed to disclose applicable hourly rates and total hours worked for Worksite Employer PAGA Group as they were subjected to uncompensated waiting time while being subjected to security checks that lasted up to 5 minutes and longer after clocking-out as a post-shift security check and off-the-clock work for meal period security check in which the Worksite Employer would require its employees to undergo security checks before exiting the premises.

***Violation of California Labor Code Sections 226.7, 512, 1198 and Wage Orders 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17, Sections 11***

An employer must provide a meal period and rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17 (hereinafter "Applicable Wage Orders").

Under these circumstances, Plaintiff's position at Defendants falls within Wage Orders 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17 as Defendant employed. Thus, below all sections and subsections that pertain to California Wage Orders 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17, Section 11 are applicable to Plaintiff, Staffing Employer PAGA Group and Worksite Employer PAGA Group fall within the Manufacturing Industry, Personal Services Industry, Canning, Freezing, and Preserving Industry, Professional, Technical, Clerical, Mechanical and Similar Occupations, Public Housekeeping Industry, Laundry, Linen Supply, Dry Cleaning and Dyeing Industry, Mercantile Industry, Industries Handling Products After Harvest, Transportation Industry, Amusement and Recreation Industry, Industries Preparing Agricultural Products for Market, on the Farm, Agricultural Occupations, Household Occupation, and Certain On-Site Occupations in the Construction, Drilling, Logging and Mining Industries that were employed or remain employed by Defendant.

California Labor Code sections 226.7, 512 and Wage Orders 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. Plaintiff, Staffing Employer PAGA Group and Worksite Employer PAGA Group worked

above five, six and ten hour shifts and were subjected a practice, pattern and policy of having to take short, on-call, on-premises, late, interrupted or no meal breaks and were not compensated premium wages for working through their meal breaks or being subjected to a practice, pattern and policy of having to take short, on-call, on-premises, late, interrupted or no meal breaks.

***Violation of California Labor Code Section 558***

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

***Violation of California Labor Code Section 510***

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee's regular rate of compensation. (See Lab. Code §510) "Double time" required after twelve hours in any workday, after eight hours on the seventh day of work. Plaintiff, Staffing Employer PAGA Group and Worksite Employer PAGA Group were subject to a policy and practice of unpaid security checks and not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week for the hours worked regarding off the-clock work during post-shift security checks and unpaid security checks during unpaid meal breaks.

***Violation of California Labor Code Section 1194***

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) Plaintiff, Staffing Employer PAGA Group and Worksite Employer PAGA Group were subject to a policy and practice of unpaid security checks and not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week for the hours worked regarding off the-clock work during post-shift security checks and unpaid security checks during unpaid meal breaks.

***Violation of California Labor Code 2802***

Under California Labor Code § 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. In violation of Lab. Code § 2802 Defendants required Plaintiff, Staffing Employer PAGA Group and Worksite Employer PAGA Group to purchase their own masks as required by Californians to protect themselves and other from transmitting COVID-19 virus and not reimbursed for this

expense incurred in order to perform their job duties in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s)

On January 19, 2021, Plaintiff served a request for copies of payroll records, documents signed by the employee and personnel records. To date, Staffing Employer and Worksite Employer has failed to comply with Labor Code sections 226(a)(b), 432, 1198.5 subjecting it to penalties for this violation and any other violations committed against the Staffing Employer PAGA Group and Worksite Employer PAGA Group

***Conclusion***

Pursuant to the above stated facts, it is Plaintiff's theory that Staffing Employer and PAGA Group Employer are in violation of Labor Code Labor Code 226(a) 1-2, 4-5, 8-9, 226(a)(b), 226.3, 226.7, 432, 510, 512, 1194, 1198.5, 2802, and Wage Orders 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17, Section 11. It is Plaintiff's contention that the Staffing Employer PAGA Group and Worksite Employer PAGA Group at Staffing Employer and Worksite Employer are subjected to all of the above-mentioned violations.

Sincerely,

**Jackson Law, APC**

/s/ Armond M. Jackson

Armond M. Jackson