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County of Santa Clara
25CV474298
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on behalf of the general public as private attorney general.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

EDER GEOVANE ALVAREZ NAVARRO
on behalf of the general public as private
attorney general,

Plaintiff,

v.

ARMM LOGISTICS CORP; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 25CV474298

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

1 Plaintiff EDER GEOVANE ALVAREZ NAVARRO (“Plaintiff”), on behalf the general
2 public and all non-exempt aggrieved employees, acting on behalf of the California Attorney
3 General as private attorney general, asserts claims against ARMM LOGISTICS CORP and DOES
4 1-50, inclusive, (collectively “Defendants”) as follows:

5 **I. INTRODUCTION**

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

11 2. In this case, Defendants violated various provisions of the California Labor Code.
12 As set forth below, Defendants implemented policies and practices which led to Defendant’s:
13 (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work
14 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
15 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
16 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
17 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
18 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
19 accurate itemized wage statements; (f) failing to indemnify necessary business expenses; (g)
20 failing to accurately record and pay sick leave; and (h) failing to pay vested vacation pay at
21 separation. As a result, Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the
22 general public as private attorney general and all other aggrieved employees.

23 **II. JURISDICTION AND VENUE**

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

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

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

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

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

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

19 8. On information and belief, during the statutory liability period and continuing to
20 the present (“liability period”), Defendant consistently maintained and enforced against
21 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
24 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
25 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
26 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
27 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay
28 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage

1 statements; (f) failing to indemnify necessary business expenses; (g) failing to accurately record
2 and pay sick leave; and (h) failing to pay vested vacation pay at separation.

3 9. Plaintiff on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
5 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3,
6 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest,
7 attorneys' fees and costs.

8 **III. PARTIES**

9 **A. Plaintiff**

10 10. Plaintiff, EDER GEOVANE ALVAREZ NAVARRO was, at all times relevant to
11 this action, a resident of California. Plaintiff was employed by Defendants in approximately July
12 2023 as a Non-Exempt Employee with the title of Delivery Driver and worked during the liability
13 period for Defendants until Plaintiff's separation from Defendant's employ in approximately May
14 7, 2025. Plaintiff's duties included but were not limited to: driving and making deliveries of
15 parcels to residential and commercial locations.

16 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were
17 regularly required to and subsequently suffered:

18 a) perform work subject to the control of the employer without being compensated all
19 wages including overtime and minimum wages, all in violation of California labor laws,
20 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

21 b) work without being permitted or authorized a minimum ten-minute rest period for
22 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
23 regular rate of compensation for each workday that a rest period was not provided, all in
24 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage
25 Orders ("IWC");

26 c) work in excess of five and ten hours per day without being provided meal periods
27 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that
28 a meal period was not provided, all in violation of California labor laws, regulations, and the

1 Industrial Welfare Commission Wage Orders (“IWC”);

2 d) not provided accurate itemized wage statements;

3 e) not timely paid wages;

4 f) not paid vested vacation pay at the time of separation;

5 g) not provided accurate wage statements;

6 h) not properly paid sick leave pay;

7 i) not reimbursed necessary business expenses; and

8 j) conducting and engaging in unfair business practices.

9 12. On information and belief, Defendants willfully failed to pay all earned wages in
10 the form regular wages, minimum wages, overtime wages, vacation pay, sick leave, and meal and
11 rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have
12 Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from
13 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor
14 Code 2698, *et seq.* on behalf of the general public as private attorney general and all other
15 aggrieved employees.

16 **B. Defendants**

17 13. Defendant ARMM LOGISTICS CORP operates as a logistics business,
18 specializing in parcel delivery to residential and commercial locations. Plaintiff estimates there
19 are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the
20 last year.

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

27 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
28 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved

1 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is
2 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this
3 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in
4 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
5 defendants.

6 **IV. GENERAL ALLEGATIONS**

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

9 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
10 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
11 rules and regulations of the IWC California Wage Orders.

12 18. Defendants continue to employ Non-Exempt Employees, however titled, in
13 California and implement a uniform set of policies and practices to all non-exempt employees, as
14 they were all engaged in the job duties related to Defendant's logistics business.

15 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
16 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
17 of the requirements of California's wage and employment laws.

18 20. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
19 Employees are citizens of the state of California.

20 21. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
21 Employees based upon an hourly rate.

22 22. In addition, the Class Members frequently worked in excess of eight (8) hours a
23 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at the
24 employee's correct rate of pay per hour for overtime.

25 23. Defendants failed to provide Plaintiff with an uninterrupted duty-free meal period
26 as required by law.

27 24. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
28 excess of five hours without being provided a lawful meal period and over ten hours in a day

1 without being provided a second lawful meal period as required by law.

2 25. Plaintiff and Aggrieved Employees missed meal breaks several times a week and
3 had late meal breaks. Meal breaks were interrupted and lasted for less than the 30 minutes required
4 by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

5 26. For instance, Plaintiff would often take late meal breaks or was forced to work
6 through his meal breaks due to work demands. There was pressure to complete the delivery route
7 on a time crunch to avoid working overtime hours, as working overtime was disfavored by
8 management.

9 27. Defendants also unlawfully deducted a full 30-minutes of time for meal periods no
10 matter if a Labor Code compliant meal period was provided to Plaintiff and Aggrieved
11 Employees. Resulting in an underpayment of minimum and overtime wages.

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

16 29. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
17 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
18 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
19 required by law.

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

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

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

28 33. Plaintiff are informed and believe, and thereon alleges, that Defendants know,

1 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
2 were entitled to receive premium wages based on their regular rate of pay under Labor Code
3 §226.7 but were not receiving such compensation.

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

8 35. Defendants maintained and enforced scheduling practices, policies, and imposed
9 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
10 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
11 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
12 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
13 Further, Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest
14 breaks.

15 36. Plaintiff was forced to work through his rest periods due to the time pressures
16 imposed to complete all routes without working overtime hours, although sometimes that was not
17 possible.

18 37. Despite the above-mentioned rest period violations, Defendants did not compensate
19 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
20 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
21 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
22 permitted.

23 38. On information and belief, Defendants also required Plaintiff and Aggrieved
24 Employees to work off-the-clock. For instance, Plaintiff would work off-the-clock to conduct pre-
25 shift activities like preparing and checking the vehicles before beginning their delivery routes.
26 Defendant's management would require the vehicles to be checked and prepared prior to drivers
27 departing for their routes. Plaintiff was instructed to do this prior to the shift start, and thus, was
28 not clocked in during the time spent performing these vehicle checks and preparations.

1 39. Defendants required Plaintiff and Aggrieved Employees to work off-the-clock by
2 requiring the use of personal cell phones for texting and calling regarding work related matters.
3 Defendants required use of Plaintiff's personal cell phone for work related activities such as
4 communicating (via phone call and text messaging) with management and conducting other work
5 activities throughout the entirety of the day.

6 40. Upon Plaintiff's separation, Defendants failed to pay Plaintiff his vested vacation
7 pay. Defendants did not pay Plaintiff his accrued vacation days, despite Plaintiff not using his
8 earned vacation time. Defendants failed to properly separate and pay vacation pay from sick pay.
9 For instance, paystubs show that Defendant combined PTO and sick time as one. Plaintiff's PTO
10 was used when he was sick, for example, although he did not take PTO or use his accrued vacation
11 pay.

12 41. Similarly, Defendants failed to properly record and pay sick leave. Plaintiff was not
13 properly paid his sick pay at time of separation, nor during his employment. Defendants failed to
14 properly record and pay sick pay at the correct rate of pay, as paystubs show Plaintiff's sick time
15 and PTO were combined. Plaintiff's sick leave pay and PTO were used interchangeably.

16 42. On information and belief, during the relevant time frame, Defendants failed to
17 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
18 the maintenance of the company uniform, which included a company vest and logo company shirt
19 or sweater, and hat. Such business expenditures incurred were incurred in direct consequence of
20 Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.

21 43. Defendants also failed to adequately reimburse Plaintiff and Aggrieved Employees
22 for business expenses for the use of their personal cell phones. Plaintiff was required to use his
23 personal cell phone for work related matters on a daily basis, including to communicate with
24 management, but Defendants did not reimburse Plaintiff for such use. Plaintiff also used his
25 personal cell phone to connect to his ADP application on his cell phone to clock-in and clock-out.

26 44. Defendants also failed to provide accurate, lawful itemized wage statements to
27 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
28 addition, upon information and belief, Defendants omitted an accurate itemization of total hours

1 worked, including premiums due and owing for meal and rest period violations, overtime pay,
2 gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements. In
3 addition, upon information and belief, Defendants omitted an accurate itemization of the
4 premiums due and owing for meal and rest period violations from Plaintiff and the Aggrieved
5 Employees' wage statements.

6 45. Defendants failed to properly issue paystubs unless Plaintiff specifically requested
7 one for his records.

8 46. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
10 thereof for resignations without prior notice as the case may be) they had a duty to accurately
11 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
12 meal and rest period premiums, and that Defendants had the financial ability to pay such
13 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
14 because of the above-specified violations.

15 47. Upon information and belief, Defendants knew and or should have known that it is
16 improper to implement policies and commit unlawful acts such as:

17 (a) requiring employees to work four (4) hours or a major fraction thereof without
18 being provided a minimum ten (10) minute rest period and without compensating the employees
19 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
20 rest period was not provided;

21 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
22 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
23 and without compensating employees with one (1) hour of pay at the regular rate of compensation
24 for each workday that such a meal period was not provided;

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

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

27 (e) failing to timely pay Plaintiff and Aggrieved Employees;

28 (f) failing to pay vested vacation pay;

- (g) failing to properly record and pay sick leave pay;
- (h) failing to reimburse necessary business expenses; and
- (i) conducting and engaging in unfair business practices.

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

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

REPRESENTATIVE CLAIMS

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

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

50. On June 30, 2025 Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

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

52. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,

1 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3,
2 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage
3 Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

4 53. At all times relevant, Plaintiff and all other aggrieved employees regularly
5 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
6 rest break requirements of the applicable IWC wage order and the Labor Code.

7 54. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
8 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
9 aggrieved Employees to work off-the-clock as outlined above.

10 55. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
11 overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and
12 other forms of remuneration as described above into the regular rate of pay for overtime
13 calculation purposes. Defendants further failed to accurately pay overtime wages due to
14 Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.
15 Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt
16 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week
17 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one
18 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
19 or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for
20 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
21 seventh day of work in a particular work week.

22 56. Defendants failed to provide Plaintiff and all other aggrieved employees
23 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
24 and enforced policies of on duty meal period practices which required employees to work during
25 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
26 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
27 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
28 time of trial.

1 57. Plaintiff, and on information and belief, all aggrieved employees, were
2 systematically not permitted or authorized to take ten minute rest periods for every four hours
3 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
4 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
5 hour of wages for every day in which a rest period was missed or untimely as a result of
6 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
7 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
8 Employees, and by failing to provide compensation for such non-provided or shortened rest
9 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
10 226.7, 512 and the applicable IWC Wage Order.

11 58. Defendants also willfully violated Labor Code sections 201-203 by failing to
12 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
13 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
14 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
15 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
16 the subject employee's wages until the back wages are paid in full or an action is commenced.
17 The penalty cannot exceed 30 days of wages.

18 59. Plaintiff and all other aggrieved employees who were separated from employment
19 are entitled to compensation for all forms of wages earned, including but not limited to
20 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
21 have not received such compensation, therefore entitling them to penalties under PAGA for
22 violations of Labor Code sections 201-203.

23 60. On information and belief, Defendants willfully failed to pay all wages due and
24 owing upon separation from employment. These wages include but are not limited to regular and
25 overtime wages, and meal and rest period premiums.

26 61. On information and belief, Defendants willfully failed to pay all wages due and
27 owing upon separation from employment. These wages include minimum and overtime wages.

28 62. On information and belief, Defendants failed to provide accurate itemized wage

1 statements which failed to include the rate of pay and total hours worked per pay period, failed to
2 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
3 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
4 to Labor Code section 226(a).

5 63. Labor Code Section 246(i) provides that: “an employer shall provide an employee
6 with written notice that sets forth the amount of paid sick leave available, or paid time off leave an
7 employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement
8 described in Section 226 or in a separate writing provided on the designated pay date with the
9 employee’s payment of wages. If an employer provides unlimited paid sick leave or unlimited
10 paid time off to an employee, the employer may satisfy this section by indicating on the notice or
11 the employee’s itemized wage statement ‘unlimited.’ The penalties described in this article for a
12 violation of this subdivision shall be in lieu of the penalties for a violation of Section 226.”

13 64. Labor Code § 246 provides that the employer shall calculate paid sick leave by
14 using one of two calculations: (1) “Paid sick time for nonexempt employees shall be calculated in
15 the same manner as the regular rate of pay for the workweek in which the employee uses paid sick
16 time, whether or not the employee actually works overtime in that workweek;” or (2) “Paid sick
17 time for nonexempt employees shall be calculated by dividing the employee’s total wages, not
18 including overtime premium pay, by the employee’s total hours worked in the full pay periods of
19 the prior 90 days of employment.”

20 65. Whenever Defendant paid Plaintiff and Aggrieved Employees sick time pursuant to
21 California Labor Code § 246, Defendant did so at the incorrect rate of pay. Defendant paid
22 Plaintiff and the Aggrieved Employees at the incorrect rate of pay and/or base hourly rate of pay,
23 as opposed to the regular rate of pay, which would take into account all night premiums and/or
24 shift differentials, or by dividing the employees’ total wages, not including overtime premium pay,
25 by the employees’ total hours worked in the full pay periods of the prior 90 days of employment,
26 as required by Labor Code § 246. This resulted in the employees being underpaid for sick time,
27 and resulted in violations of California Labor Code §§ 201, 202, and 203, and other derivative
28 Labor Code violations, because Defendant did not pay, or timely pay, Plaintiff and the unpaid

1 wages for work performed by them during their employment and at the end of their employment.

2 66. As a result of the unlawful acts of Defendant, Plaintiff and Aggrieved Employees
3 have been deprived of sick pay in amounts to be determined at trial, and are entitled to the
4 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

5 67. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
6 and the hours for which they worked for any given pay period.

7 68. Defendants have failed to accurately record all time worked.

8 69. Defendants have also failed to pay vested vacation pay.

9 70. Defendants have also failed to accurately record the meal and rest period premiums
10 owed and all wages owed per pay period.

11 71. Plaintiff and aggrieved Employees have been injured as they were unable to
12 determine whether they had been paid correctly for all hours worked per pay period among other
13 things.

14 72. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
15 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
17 for each violation in a subsequent citation, for which the employer fails to provide the employee a
18 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

19 73. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
20 Employees for business expenses incurred as described above. Labor Code § 2802 requires
21 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
22 direct consequences of the discharge of his or her duties. Despite these realities of the job,
23 Defendants failed to provide reimbursements.

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

28 75. Labor Code section 1197 makes it unlawful to pay an employee less than the

1 minimum wage as established by the Industrial Welfare Commission.

2 76. Additionally, Defendants have no accurate records relating to aggrieved
3 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
4 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
5 maintain accurate records relating to hours worked daily in violation of Labor Code sections
6 1174(d), 1174.5.

7 77. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees
8 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
9 worked.

10 78. Plaintiff and the Representative aggrieved Employees are entitled to recover
11 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

12 **PRAYER FOR RELIEF**

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

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

17
18
19 Dated: September 4, 2025

JAMES HAWKINS APLC

20
21 By: 
22 JAMES R. HAWKINS, ESQ.
23 GREGORY MAURO, ESQ.
24 MICHAEL CALVO, ESQ.
25 LAUREN FALK, ESQ.
26 AVA ISSARY, ESQ.
27 Attorneys for Plaintiff EDER GEOVANE
28 ALVAREZ NAVARRO on behalf of the
general public as private attorney general

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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

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

June 30, 2025

Via LWDA Website

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

Via Certified Mail

ARMM LOGISTICS CORP
Agent for Service of Process:
Michelle Bennett
8605 Santa Monica Blvd, Suite 82920
West Hollywood, CA 90069
Receipt No.: 9589 0710 5270 0078 0197 34

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

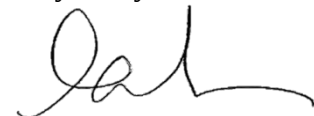
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff EDER GEOVANE ALVAREZ NAVARRO, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency and ARMM LOGISTICS CORP through its Agent for Service of Process.

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

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

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint