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July 25, 2025

Via PAGA Filing Portal

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**Re: JW Fulfillment LAX, Inc.; JW Logistics Group, Inc.; Xclusive Logistics, Inc.;
Staff Corp.**
Notice of Labor Code Violations pursuant to Labor Code § 2699.3(a)(1)

Dear Sir or Madam:

This letter shall constitute the required written notification under Labor Code § 2699.3(a)(1) that our client, Mr. Brian Alexander Aragon Rojas (“Mr. Aragon”), alleges that his employers, JW Fulfillment LAX, Inc., JW Logistics Group, Inc., and Xclusive Logistics, Inc., dba Xclusive Workforce, LLC, aka Staff Corp. (collectively “JW Fulfillment”), have violated various provisions of the California Labor Code.

Mr. Aragon was employed by JW Fulfillment as a non-exempt, hourly-paid employee at its Fontana, California, warehouse location from approximately August 1, 2023 to December 1, 2024. Mr. Aragon’s primary job duties included supervising employees on the warehouse floor, monitoring the work space, and reporting to management personnel.

Specifically, Mr. Aragon contends that JW Fulfillment has engaged in the following unlawful employment practices:

1. Failure to pay Mr. Aragon and other aggrieved employees¹ at least all minimum wages owed to them in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 and Wage Order 7 § 4(A-C).

JW Fulfillment has failed to pay Mr. Aragon and other aggrieved employees at least minimum wages for all hours worked because not all hours were recorded. JW Fulfillment has a policy and practice of failing to provide employees a

¹ “Aggrieved employees” means and refers to all JW Fulfillment’s non-exempt employees in California from July 25, 2024 to the present.

reasonable opportunity to take all duty-free 30-minute meal periods to which they are entitled. For example, employees are routinely required to continue working while clocked out for meal periods, including covering for employees who call out, responding to inquiries, and running work-related errands, due to heavy workload and understaffing.

Mr. Aragon and other aggrieved employees are not compensated for the time they spend working during their meal periods.

2. Failure to pay Mr. Aragon and other aggrieved employees all overtime wages owed to them in violation of Labor Code §§ 510 and 1194 and Wage Order 7 § 3(A).

On information and belief, JW Fulfillment has failed to pay Mr. Aragon and other aggrieved employees all overtime premium wages, including at the correct hourly rate(s) of pay. JW Fulfillment has a policy and practice of underpaying employees for overtime hours because not all hours are recorded accurately, as noted above.

Furthermore, JW Fulfillment has a policy and practice of auto-deducting employees' meal periods, regardless of whether employees are able to take a full 30 minutes. Mr. Aragon and other aggrieved employees do not always receive a full 30 minutes of uninterrupted, duty-free time for unpaid breaks. For example, employees sometimes miss their meal periods, have to cut them short, or are interrupted because of their heavy workload, understaffing, and pressure from JW Fulfillment to satisfy performance and productivity metrics.

Aggrieved employees are thus routinely paid for fewer hours than their time records show because JW Fulfillment fails to compensate them for the time they work during unpaid meal periods, including when such time qualifies for overtime premium wages.

3. Failure to provide Mr. Aragon and other aggrieved employees with lawful meal periods or pay premium compensation in lieu thereof, in violation of California Labor Code 226.7, 512(a), and 1198 and Wage Order 7 § 11(A, B).

JW Fulfillment has a pattern and practice of failing to provide aggrieved employees with all meal periods of at least 30 minutes for every five (5) hours of work. As discussed above, the working conditions imposed by JW Fulfillment result in Mr. Aragon and other aggrieved employees not having a reasonable opportunity to take all timely, uninterrupted, and duty-free meal periods to which they are entitled. Furthermore, Mr. Aragon and other employees were frequently required to clock out for lunch after the start of their 6th hour of work.

Mr. Aragon and other aggrieved employees' meal periods were thus missed, short, late, and/or interrupted due to the working conditions imposed by JW Fulfillment, including a heavy workload resulting from chronic understaffing. JW Fulfillment also fails to pay mandatory premiums in lieu of lawful meal periods.

The Labor Code provides in pertinent part that "[i]t 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." Lab. Code § 221. JW Fulfillment's failure to provide Mr. Aragon and other aggrieved employees with timely, duty-free meal and/or rest periods resulted in the forfeiture of wages, including premiums in lieu of unlawful meal and/or rest periods, which were diverted back to JW Fulfillment.

4. Failure to provide Mr. Aragon and other aggrieved employees with lawful rest periods or pay premium compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 1198 and Wage Order 7 § 12(A, B).

JW Fulfillment has failed to provide aggrieved employees a reasonable opportunity to take all 10-minute rest periods for every 4 hours worked, or major fraction thereof, for the same reasons set forth above regarding meal periods. The work conditions imposed by JW Fulfillment resulted in Mr. Aragon and other aggrieved employees being denied the opportunity to take all lawful rest periods to which they are entitled, including due to the heavy workload and pressure to meet company metrics.

JW Fulfillment also fails to pay mandatory premiums in lieu of lawful rest periods.

5. Failure timely to provide Mr. Aragon and other aggrieved employees all wages earned and owed during their employment, in violation of Labor Code § 204.

JW Fulfillment has failed to pay aggrieved employees all regular and premium wages, whether for overtime or in lieu of meal and rest periods, as described herein, in a timely manner during their employment.

Labor Code § 210 also provides for penalties if meal and/or rest period premiums are not timely paid.

6. Failure timely to pay Mr. Aragon and other aggrieved employees all wages earned and owed at the time of resignation or discharge, in violation of Labor Code §§ 201 – 203.

JW Fulfillment failed to pay aggrieved employees whose employment was terminated all wages owed, as described herein, within any prescribed time period.

7. Failure to reimburse Mr. Aragon and other aggrieved employees for necessary business expenses, in violation of Labor Code §§ 2800 and 2802.

JW Fulfillment has failed to reimburse Mr. Aragon and other aggrieved employees for expenses necessarily incurred in the performance of their duties, including for the use of personal cell phones, such as responding to calls and text messages from supervisors, or personal vehicles.

8. Failure to provide Mr. Aragon and other aggrieved employees with accurate itemized wage statements, in violation of Labor Code § 226.

The wage statements provided by JW Fulfillment fail accurately to reflect employees' hours worked and applicable hourly rates as a result of the failure to pay all regular and premium wages, whether for overtime or in lieu of meal and rest periods, as described herein.

9. Liability pursuant to Labor Code § 2810.3, as a consequence of the violations described herein.

Labor Code § 2810.3(b) provides in pertinent part that "[a] client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor" for the payment of wages.

To the extent Mr. Aragon's employment was via a labor contractor within the meaning of Section 2810.3(a)(3), this letter regarding Labor Code violations under PAGA satisfies the Section 2810.3(d) notice requirement.

10. Liability pursuant to Labor Code §§ 558 and 558.1, as a consequence of the violations described herein.

Labor Code § 558 provides that an employer, or person acting on behalf of an employer, who violates or causes to be violated a provision of Labor Code §§ 500 through 558, or a provision of the applicable Wage Order(s) regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period per employee, in addition to other civil penalties provided for by law.

Labor Code § 558.1 provides that an employer, or person acting on behalf of an employer, who violates or causes to be violated a provision of the applicable Wage Order(s) regulating minimum wages or hours and days of work or who violates (or causes to be violated) Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802 may be held liable as the employer for any such violation.

As set forth above, JW Fulfillment has violated Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, 2802, and Wage Order 7 §§ 3(A), 4(A-C), 7(A), 11(A, B), and 12(A, B) and is thus liable for penalties under Labor Code §§ 558 and 558.1.

Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the date of this letter, Mr. Aragon will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read 'Ronald H. Bae', is positioned above the printed name.

Ronald H. Bae

cc:

Via Certified Mail

JW FULFILLMENT LAX, INC.
Attn: Mia Shi
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