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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Andrea Enriquez, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANTHONY ARROYO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ODW LOGISTCS, INC., an Ohio
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVSB2535261

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Anthony Arroyo ("Plaintiff"), on behalf of himself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants ODW
3 Logistics, Inc., an Ohio corporation; and DOES 1 to 100, inclusive (collectively "Defendants"),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of San Bernardino. Further, at all times relevant
18 herein Plaintiff was employed by Defendants within the County of San Bernardino.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of San Bernardino.
22 During the one year immediately preceding Plaintiff's giving of the required notice under the
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff's giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business by providing third-party logistics services, and
28 employed Plaintiff and other similarly-situated hourly non-exempt employees within the County

1 of San Bernardino and, therefore, were (and are) doing business in the County of San Bernardino
2 and the State of California.

3 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 herein, Defendants were licensed to do business in California and the County of San Bernardino,
5 and were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 18).

6 7. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Representative Action Complaint when such true names and capacities are
10 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
11 defendants, whether individual, partners, or corporate, were responsible in some manner for the
12 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
13 Employees (as defined in Paragraph 18) to be subject to the unlawful employment practices,
14 wrongs, injuries, and damages complained of herein.

15 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
17 defined in Paragraph 18).

18 9. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one
21 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 10. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees (as defined in Paragraph 18).

REPRESENTATIVE ACTION ALLEGATIONS

11. Respondents provide third party logistics to a variety of companies. Plaintiff worked for Respondents at one of their Ontario, California, locations, where Plaintiff was employed as a non-exempt “Operations Trainer” (or similarly titled position) from approximately May 2023 to the present.

12. Respondents failed to pay Plaintiff and other aggrieved employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock, such as during their unpaid meal periods, and before or after clocking in for their shifts due to long lines at the timeclock machines. Plaintiff was required to spend a total of 5-10 minutes putting on protective clothing and equipment prior to clocking in and removing these items after clocking out for each shift. Additionally, as described below, Plaintiff was often instructed to clock out for his meal period but was required to continue working while he was on his unpaid meal period. This off-the-clock work has resulted in Plaintiff and other aggrieved employees not being paid all required wages for all hours worked, including all minimum wages and overtime wages.

13. Respondents also failed to provide Plaintiff and other aggrieved employees with all legally compliant meal periods due to Respondents’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Specifically, due to work demands, Plaintiff and other aggrieved employees often was not able to take a meal period before the end of the fifth hour of work, yet he was still required by his supervisors to clock out for meal periods, continue working, and clock back in after 30 minutes, even though he was not actually able to take an off-duty meal period until a later time. Plaintiff and other aggrieved employees were also not provided with meal periods that were a full 30 minutes of “net rest” in an area away from the workstation that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Specifically, because of the distance between the workstations and the rest areas and the long lines at timeclock machines, employees would have to shorten their meal

1 periods by several minutes in order to return to their workstations and avoid disciplinary action.
2 Thus, Plaintiff and other aggrieved employees were not provided with full 30-minute meal periods
3 of net rest in an area appropriate for rest away from the workstation. In addition, Respondents
4 failed to provide Plaintiff and other aggrieved employees with second meal periods on shifts over
5 10.0 hours. Further, on those occasions when Respondents failed to provide a legally complaint
6 meal period to Plaintiff and other aggrieved employees, Respondents failed to compensate
7 Plaintiff and other aggrieved employees with the required meal period premium for each workday
8 in which they experienced a meal period violation as mandated by Labor Code § 226.7. Despite
9 failing to authorize and permit Plaintiff and other aggrieved employees to take all meal periods
10 to which they are entitled, upon information and belief, during at least a portion of the relevant
11 time period, Respondents maintained no mechanism for the payment of meal period premium
12 payments as required by Labor Code § 226.7 and did not pay Plaintiff or other aggrieved
13 employees any meal period premiums.

14 14. Respondents have also failed to authorize and permit all required rest periods for
15 Plaintiff and other aggrieved employees. Specifically, Respondents have often failed to authorize
16 and permit a net 10-minute rest period for every four hours worked or major fraction thereof due
17 to work demands imposed by Respondents. Plaintiff and other aggrieved employees were also
18 not provided with a full 10 minutes of “net rest” in an area away from the workstation that is
19 appropriate for rest, which employers are required by the Wage Order to maintain for their
20 employees to use during their rest periods. Despite Respondents’ written policies specifying only
21 “10 minutes” for each rest period, the distance between Respondents’ breakrooms and employees’
22 workstations required Plaintiff and other aggrieved employees to shorten their rest periods by
23 several minutes in order to return to their workstation prior to the end of their rest periods to avoid
24 disciplinary action. Upon information and belief, in approximately 2024, a non-exempt employee
25 made a complaint to Respondents that the walk time to the break room was cutting into
26 employees’ rest periods and that non-exempt employees were not receiving a full ten minutes of
27 net rest due to the distance between employee workstations and the break rooms. Despite failing
28 to authorize and permit Plaintiff and other aggrieved employees to take all rest periods to which

1 they are entitled, upon information and belief, during at least a portion of the relevant time period,
2 Respondents maintained no mechanism for the payment of rest period premium payments as
3 required by Labor Code § 226.7 and did not pay Plaintiff or other aggrieved employees any rest
4 period premiums.

5 15. During Plaintiff's employment with Respondents, Respondents also failed to
6 properly calculate the regular rate of pay when calculating their employees' sick time pay, thus
7 providing Plaintiff and other aggrieved employees with sick time pay at below the regular rate of
8 pay, in violation of California law.

9 16. Respondents also failed to adequately reimburse Plaintiff and other aggrieved
10 employees for all reasonable and necessary work expenditures, including, but not limited to, use
11 of personal cellular phones. Despite requiring Plaintiff and other aggrieved employees to use their
12 personal cell phones to communicate with co-workers and supervisors, Respondents did not
13 adequately reimburse Plaintiff and other aggrieved employees for these expenses.

14 17. As a result of Respondents' failure to compensate Plaintiff and other aggrieved
15 employees for minimum wages, all meal and rest period premium wages, and sick time pay at the
16 correct regular rate of pay, Respondents maintained inaccurate payroll records and failed to issue
17 accurate, compliant, itemized wage statements.

18 18. Based on the foregoing, Plaintiff seeks to represent himself and other aggrieved
19 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
20 violations discussed herein.

21 **FIRST CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(AGAINST ALL DEFENDANTS)**

24 19. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
25 fully set forth herein.

26 20. Defendants have committed several Labor Code violations against Plaintiff and
27 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor
28 Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this

representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to pay Plaintiff and other aggrieved employees sick pay at the employee's

regular rate of pay in violation of Labor Code §§ 245 *et seq.*, 246, 1194, 1194.2, and 1197;

h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

21. On or about September 24, 2025, Plaintiff notified Defendant ODW Logistics, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 20 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

22. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation

1 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per
2 pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
3 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
4 violation and \$200 for each subsequent violation per employee per pay period for those violations
5 of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code
6 violations identified in Paragraph 20 (a)-(i);

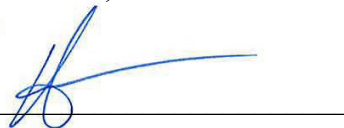
7 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
8 2699(g) and Code of Civil Procedure § 1021.5; and

9 3. For such other and further relief the Court may deem just and proper.

10
11 Dated: December 1, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

12
13 By:

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Attorneys for Plaintiff