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as an individual and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ANTOWINE HOCKLEY, as an individual
and on behalf of all employees similarly
situated,

Plaintiff,

v.

ROAD WARRIOR STAFFING, INC., a
California Corporation; PERFORMANCE
TEAM LOGISTICS LLC; a Delaware
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. CVRI2505366

**Amended as a matter of right, pursuant to
Labor Code Section 2699.3(a)(2)(c)**

FIRST AMENDED COMPLAINT

1. Failure to Pay All Wages and Sick Pay;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Keep Accurate Itemized Wage Statements;
5. Failure to Pay Wages Upon Termination of Employment;
6. Failure to Reimburse for Necessary Expenditures;
7. Unfair Business Practices; and
8. Violation of the Private Attorneys General Act, Labor Code sections 2698, *et seq*

DEMAND FOR JURY TRIAL

1 Plaintiff ANTOWINE HOCKLEY (hereinafter referred to as “Plaintiff”) on behalf of
2 himself and all others similarly situated, as representative of the State of California and the Labor
3 and Workforce Development Agency (“LWDA”), based upon facts that either have evidentiary
4 support or are likely to have evidentiary support after a reasonable opportunity for further
5 investigation and discovery, complains and alleges as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
8 represent (“Class” or “Class Members”). Class Members consist of all non-exempt, hourly-paid
9 employees currently and/or formerly employed by ROAD WARRIOR STAFFING, INC. and
10 PERFORMANCE TEAM LOGISTICS LLC in the State of California during the Class Period.
11 The term “Class Period” is defined as four (4) years prior to the filing of this Complaint through
12 the date final judgment is entered. Plaintiff reserves the right to amend this Complaint to reflect
13 a different “Class Period” or “Class” as further discovery is conducted.

14 2. Plaintiff, individually and on behalf of the class he seeks to represent, seeks relief
15 against ROAD WARRIOR STAFFING, INC. and PERFORMANCE TEAM LOGISTICS LLC
16 (“Defendants”) for Defendants’ failure to pay all wages due; failure to provide meal periods or
17 compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof;
18 failure to provide accurate itemized wage statements upon payment of wages; failure to reimburse
19 for necessary expenditures; failure to pay wages of terminated or resigned employees; and failure
20 to provide correct paid sick leave and provide accurate sick leave amount balance.

21 3. Plaintiff seeks equitable remedies in the form of declaratory relief and injunctive
22 relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business
23 practices.

24 4. At all relevant times herein, Defendants have consistently maintained and enforced
25 against Plaintiff and Class the following unlawful practices and policies:

- 26 (a) willfully refusing to pay Plaintiff and Class for all hours worked;
27 (b) willfully refusing to provide correct paid sick leave and written notice of paid
28 sick leave;

- 1 (b) willfully refusing to permit Plaintiff and Class from taking meal periods or
2 compensation in lieu thereof;
- 3 (c) willfully refusing to permit Plaintiff and Class from taking rest periods or
4 compensation in lieu thereof;
- 5 (d) willfully refusing to maintain accurate records and to furnish to Plaintiff and
6 Class accurate itemized wage statements upon payment of wages;
- 7 (e) willfully refusing to compensate Plaintiff and certain members of the Class
8 wages due and owing at the time of Plaintiff and Class Members'
9 employment with Defendants ended; and
- 10 (f) willfully refusing to reimburse Plaintiff and Class for necessary
11 expenditures.

12 5. On information and belief, Defendants were on actual and constructive notice of
13 the improprieties alleged herein and intentionally refused to rectify their unlawful policies.
14 Defendants' violations, as alleged above, during all relevant times herein were willful and
15 deliberate.

16 6. At all relevant times, Defendants were and are legally responsible for all of the
17 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
18 foregoing paragraphs as the employer of Plaintiff and Class. Further, Defendants are
19 responsible for each of the unlawful acts or omissions complained of herein under the doctrine
20 of "respondeat superior".

21 7. Plaintiff further brings this action as a representative of the State of California
22 and the Labor and Workforce Development Agency ("LWDA") to recover civil penalties
23 pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq.,
24 for violations of numerous Labor Code provisions, including, but not limited to, sections 201-
25 203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199,
26 2802, 2260, 2350, 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6712, 2699
27 et seq., 8 CCR 3202, 3457 as well as violations of the applicable Wage Order.
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9. The wages, statutory penalties, monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, article VI, Section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

THE PARTIES

11. Plaintiff, at all relevant times herein, was Defendants' employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendants. Plaintiff was employed by Defendants as a non-exempt, hourly paid employee during the Class Period. Specifically, Plaintiff worked as a driver from August 2024 to September 15, 2025, within the state of California, including in Riverside County. Each of the Class Members are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendants during the Class Period.

- 4 -

FIRST AMENDED COMPLAINT

1 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant
2 Performance Team Logistics LLC owns and operates a company in California and is a Delaware
3 Limited Liability Company. On information and belief, Defendant Performance Team Logistics
4 LLC was and/or is the employer of Plaintiff and Class during the Class Period. Plaintiff also
5 alleges that Defendant Performance Team Logistics LLC is conducting business in good
6 standing in California. Defendant Performance Team Logistics LLC was a “client employer”
7 within the meaning of Labor Code Section 2810.3. Plaintiff is further informed, believes and
8 thereon alleges that, at all relevant times, Defendant Performance Team Logistics LLC regularly
9 conducted and conducts business within the State of California and derives substantial revenues
10 from services performed in California. Plaintiff is informed, believes and thereon alleges that, at
11 all relevant times, Defendant Performance Team Logistics LLC was and is an employer subject
12 to California state wage and hour laws.

13 13. Plaintiff is informed, believes and thereon alleges that, at all relevant times
14 Defendant Workforce Personnel, Inc. owns and operates a staffing company in California.
15 Defendant Road Warrior Staffing, Inc. was and is a California corporation. Plaintiff is informed,
16 believes and thereon alleges that Defendant Road Warrior Staffing, Inc. supplied Defendant
17 Performance Team Logistics LLC with workers to perform labor within Defendant Performance
18 Team Logistics LLC’s usual course of business. Defendant Road Warrior Staffing, Inc. was a
19 “labor contractor” within the meaning of Labor Code Section 2810.3. Plaintiff is further informed,
20 believes and thereon alleges that, at all relevant times, Defendant Road Warrior Staffing, Inc.
21 regularly conducted and conducts business within the State of California and derives substantial
22 revenues from services performed in California. Plaintiff is informed, believes and thereon alleges
23 that, at all relevant times, Defendant Road Warrior Staffing, Inc. was and is an employer subject
24 to California state wage and hour laws. At all relevant times, Defendant Road Warrior Staffing,
25 Inc. issued wage statements to Plaintiff.

26 14. Plaintiff is ignorant of the true names, capacities, relationships and extent of
27 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,
28 inclusive, but on information and belief alleges that these Defendants are legally responsible for

1 the payment of overtime compensation, rest and meal period compensation, and wages to Plaintiff
2 and Class by virtue of their unlawful practices, and therefore sues these Defendants by such
3 fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of
4 each DOE Defendants when ascertained.

5 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
6 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
7 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants
8 are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as
9 the employer and/or joint employer of Plaintiff and Class.

10 16. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
11 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
12 managing agent, and/or principal of the Defendants, and in performing the actions mentioned
13 below was acting, at least in part, within the course and scope of that authority as such agent,
14 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
15 permission and consent of the Defendants. Plaintiff also alleges the acts of each Defendants are
16 legally attributable to the other Defendants.

17 17. Plaintiff is informed and believes, and based thereon alleges, that each of the
18 Defendants sued herein was, at all times relevant hereto, the employer, owner, shareholder,
19 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
20 agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in
21 part, within the course and scope of such employment and agency, with the express and implied
22 permission, consent, and knowledge, approval and/or ratification of the other Defendants.

23 18. The above Defendants, managing agents, and supervisors aided, abetted,
24 condoned, permitted, approved, authorized and/or ratified the unlawful acts described herein.

25 19. California courts have recognized that the definition of “employer” for purposes
26 of enforcement of the California Labor Code goes beyond the concept of traditional employment
27 to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of
28 California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who

1 directly or indirectly, or through an agent or any other person, engages, suffers, or permits any
2 person to work or exercises control over the wages, hours, or working conditions of any person
3 may be liable for violations of the California Labor Code as to that person.

4 **ADMINISTRATIVE PREREQUISITE**

5 20. On September 19, 2025 and on September 23, 2025, prior to filing this complaint,
6 Plaintiff gave written notices by electronically filing the notice with the Labor Workforce
7 Development Agency ("LWDA") and the Department of Industrial Relations Division of
8 Occupational Safety and Health ("Cal/OSHA") (LWDA Case No. LWDA-CM-1126423-25), and
9 by certified mail to Defendants of the specified provisions alleged to have been violated, including
10 the facts and theories to support the alleged violations as required by Labor Code Section 2699.3.

11 21. True and correct copies of Plaintiff's letters sent to the LWDA and Cal/OSHA
12 dated September 19, 2025 and September 23, 2025 and response from Cal/OSHA regarding
13 receipt of the notice, are attached hereto as "**Exhibit A**". As of the filing of this complaint,
14 LWDA has not responded to the written notice.

15 22. Under Labor Code Section 2699.3 subsection (a), a plaintiff may bring a cause
16 of action under PAGA only after giving notice to the Labor Workforce Development Agency
17 ("LWDA") and the employer of the Labor Code Sections alleged to have been violated, and
18 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have
19 passed without notice.

20 23. Under Labor Code Section 2699.3 subsection (b), a plaintiff may bring a cause of
21 action alleging health and safety violations only after giving notice to the LWDA and
22 Cal/OSHA and the employer of the Labor Code Sections alleged to have been violated, and
23 after Cal/OSHA inspects or investigates alleged violations or if by the end of period for
24 inspection or investigation provided for in Labor Code section 6317 Cal/OSHA fails to issue a
25 citation.

26 24. More than sixty-five (65) days have passed without notice from the LWDA to
27 investigate Plaintiff's claims and without notice from Cal/OSHA to issue a citation.
28 Accordingly, all administrative prerequisites for filing this action have been fulfilled.

GENERAL ALLEGATIONS

25. Plaintiff was employed as a driver from August 2024 to September 15, 2025.

26. Labor Code Section 1194 provides that notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of his or her overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

27. Labor Code Section 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code Sections 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code Section 1194.2.

28. Labor Code Sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code Section 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

29. Labor Code Section 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as regular paydays. Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all

1 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
2 worked. However, during Class period, Defendants systematically failed and refused to pay the
3 employees all wages due, and failed to pay those wages twice a month, in that employees were
4 not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods
5 not authorized and permitted by Defendants, and all wages for all hours worked.

6 30. Further, Business and Professions Code Section 17203 provides that any person
7 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
8 Business and Professions Code Section 17204 provides that any person who has suffered actual
9 injury and has lost money or property as a result of the unfair competition may bring an action in
10 a court of competent jurisdiction.

11 31. During all, or a portion of the Class Period, Plaintiff and each member of the Class
12 was employed by Defendants in the State of California.

13 32. Plaintiff and Class Members were non-exempt employees covered under one or
14 more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders,
15 regulations and statutes, and each Class Member was not subject to an exemption for executive,
16 administrative or professional employees, which imposed obligations on the part of Defendants
17 to pay Plaintiff and Class Members lawful overtime compensation.

18 33. Plaintiff and Class were covered by one or more IWC Wage Order(s), and Labor
19 Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed
20 an obligation on the part of Defendants to pay Plaintiff and Class rest and meal period
21 compensation.

22 34. During the Class Period, Defendants maintained a policy and practice of failing
23 to pay Plaintiff and Class Members for all hours worked. Defendants regularly used a system
24 of time rounding in a manner that resulted, over a period of time, in failing to compensate
25 Plaintiff and Class Members properly for all the time they have actually worked, even though
26 the realities of Defendants' operations are such that it is possible, practical, and feasible to
27 count and pay for work time to the minute. Accordingly, Defendants frequently paid Plaintiff
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1 and Class Members less than all their work time. During the Class Period, Defendants also
2 maintained a policy and practice of requiring Plaintiff and Class Members to perform work
3 “off-the-clock”, uncompensated, as they were required to send and respond to work-related
4 messages and calls and receive work instructions after their scheduled shifts. Accordingly,
5 Defendants frequently paid Plaintiff and Class Members less than all their work time. Some of
6 this unpaid work also should have been paid at the overtime rate.

7 35. During the Class Period, Defendants have an affirmative obligation to relieve
8 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than
9 the start of sixth hour of work in a workday, and to allow employees to take their second 30-
10 minute, duty-free meal period no later than the start of the eleventh hour of work in the workday.
11 Further, employees are entitled to be paid one hour of additional wages for each workday they
12 were not provided with all required meal period(s). Here, Defendants wrongfully failed to provide
13 Plaintiff and Class Members with legally compliant meal periods. Defendants regularly required
14 Plaintiff and Class Members to work in excess of five consecutive hours a day without providing
15 a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work,
16 or without compensating Plaintiff and Class Members for meal periods that were not provided by
17 the end of the fifth hour of work or tenth hour of work. Plaintiff and Class Members did not have
18 scheduled meal periods, did not record meal periods and regularly missed first, second and third
19 meal periods. Accordingly, Defendants’ policy and practice was to not provide meal periods to
20 Plaintiff and Class Members in compliance with California law.

21 36. Based on information and belief, despite Defendants’ failure to provide lawful
22 meal periods, Defendants implemented a policy and/or practice of rounding the start and end
23 times of Plaintiff’s and Class Members’ meal periods and/or automatically deducting at least
24 thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal
25 periods restricted to Defendants’ premises), despite having actual and/or constructive knowledge
26 that Plaintiff and Class Members did not receive lawful meal periods.

37. Additionally, Defendants were obligated to provide Plaintiff and Class Members with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each day. Defendants, however, wrongfully failed to authorize and permit Plaintiff and Class Members to take timely and duty-free rest periods. Defendants regularly required Plaintiff and Class Members to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and Class Members for rest periods that were not authorized or permitted. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and Class Members, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Plaintiff and Class Members did not have scheduled rest periods and regularly missed first, second, third and fourth rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and Class Members to work through rest periods and to not authorize or permit them to take any rest periods.

38. Further, due to the pressure from Defendants and failure to maintain an adequate policy, and in violation of Labor Code and applicable IWC Wage Orders, Plaintiff was not authorized and permitted to take a second rest period, on shifts exceeding six hours of work, and/or third rest breaks, on shifts exceeding ten hours of work. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1030 (2012). "Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on."

39. Furthermore, Defendant failed and/or refused to pay Plaintiff and Class Members one (1) hour's pay at the employees' regular rate of pay as premium compensation for Defendant's failure to provide lawful thirty (30) minute, off-duty meal periods and failure to provide lawful ten (10) minute rest periods within the statutory time frames. The California Supreme Court has issued a decision confirming the way employers must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews Hollywood Hotel, LLC*, 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC*, the Court unanimously

1 ruled that employers must pay their California employees premiums for meal, rest, and recovery
2 break violations at the employees' regular rate of pay as opposed to the base hourly rate.

3 40. California Labor Code Section 2802 requires employers to reimburse employees
4 for their necessary expenditures and losses incurred in direct consequence of the discharge of
5 their duties or of their obedience to directions of the employer.

6 41. Defendants failed to indemnify Plaintiff and Class Members all necessary
7 expenditures incurred in direct discharge of their duties. Defendants wrongfully required Plaintiff
8 and Class Members to pay expenses that they incurred in direct discharge of their duties for
9 Defendants without reimbursement. Plaintiff and Class Members were required to use their
10 personal cell phones to record their time using an application on their phone and to send and
11 respond to work-related messages and work instructions but were not reimbursed for the
12 reasonable portion of their cell phone bills. Plaintiff and Class incurred these substantial expenses
13 as a direct result of performing their job duties for Defendants, and Defendants have failed to
14 indemnify Plaintiff and Class for these employment-related expenses.

15 42. Defendants continue to employ non-exempt, hourly-paid employees within
16 California.

17 43. Plaintiff and Class Members primarily performed non-exempt work, often in
18 excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s),
19 regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime
20 compensation at the rate of one and a half times their regular rate of pay and, when applicable,
21 double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or
22 statutes.

23 44. During the Class Period, Defendants required Plaintiff and Class Members to work
24 regular hours, off the clock hours, and overtime hours without lawful compensation in violation
25 of the applicable IWC Wage Order(s), regulations and statutes, and Defendants: (1) willfully
26 failed and refused, and continue to fail and refuse to pay compensation for all hours worked,
27 including lawful regular time and overtime compensation, to Class Members; and (2) willfully
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1 failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon
2 termination of employment to Plaintiff and affected Class Members.

3 45. Class Members who ended their employment with Defendants during the Class
4 Period but were not paid the above due compensation for all hours worked timely upon the
5 termination of their employment as required by Labor Code Sections 201, 202, and 203 are
6 entitled to penalties as provided by Labor Code Section 203.

7 46. During the Class Period, Defendants failed to furnish Plaintiff and Class with
8 accurate, itemized wage statements showing all gross and net wages earned, including correct
9 hours worked, correct wages earned for hours worked, correct overtime hours worked, correct
10 wages for meal periods that were not provided in accordance with California law, correct
11 wages for rest periods that were not authorized and permitted to take in accordance with
12 California law. As a result of these violations of California Labor Code Section 226(a),
13 Plaintiff and Class suffered injury because, among other things:

- 14 (a) the violations led them to believe that they were not entitled to be paid
15 minimum wages, overtime wages, meal period premium wages, and rest
16 period premium wages to which they were entitled, even though they were
17 entitled;
- 18 (b) the violations led them to believe that they had been paid the minimum,
19 overtime, meal period premium, and rest period premium wages, even
20 though they had not been;
- 21 (c) the violations led them to believe they were not entitled to be paid overtime,
22 meal period premium, and rest period premium wages at the correct
23 California rate even though they were;
- 24 (d) the violations led them to believe they had been paid overtime, meal period
25 premium, and rest period premium wages at the correct California rate even
26 though they had not been;
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- 1 (e) the violations hindered them from determining the amounts of overtime,
2 meal period premium, and rest period premium owed to them;
- 3 (f) in connection with their employment before and during this action, and in
4 connection with prosecuting this action, the violations caused them to have
5 to perform mathematical computations to determine the amounts of wages
6 owed to them, computations they would not have to make if the wage
7 statements contained the required accurate information;
- 8 (g) by understating the wages truly due them, the violations caused them to lose
9 entitlement and/or accrual of the full amount of Social Security, disability,
10 unemployment, and other governmental benefits;
- 11 (h) the wage statements inaccurately understated the wages, hours, and wages
12 rates to which Plaintiff and Class were entitled, and Plaintiff and Class were
13 paid less than the wages and wage rates to which they were entitled.
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15 Thus, Plaintiff and Class are owed the amounts provided for in California Labor Code Section
16 226(e), including actual damages.

17 47. Defendants knew or should have known that Plaintiff and Class members were
18 entitled to receive accurate wage statements, which would include meal break premiums, and/or
19 rest break premiums, as required by Labor Code 226.

20 48. Defendants knew or should have known that Plaintiff and Class Members were
21 entitled to timely payment of all wages earned upon termination. Plaintiff and Class Members did
22 not receive payment of all wages, including but not limited to, meal and rest break premiums, in
23 violation of the Labor Code.

24 49. During the Class Period, Defendant failed to provide proper paid sick leave to
25 Plaintiff and Class Members. Defendant either failed to provide paid sick leave at all or
26 improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and
27 Class Members by failing to base the accrued sick leave hours on the correct number of hours
28 worked (as a result of the rounding/automatic deduction policies and practices for meal periods

1 and/or shift start and end times/other required off-the-clock work including but not limited to
2 work completed during unpaid meal periods and by failing to incorporate multiple rates of pay
3 and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses
4 and/or other non-discretionary compensation into the sick leave pay rate calculation). Based on
5 information and belief, Defendant further failed to provide notice of the correct sick leave amount
6 balance available to Plaintiff and Class Members on their wage statements or other written
7 statements. In addition, Defendant failed to maintain accurate records of used sick leave and the
8 balance of paid sick leave left to Class Members throughout the relevant time period. Based on
9 information and belief, throughout the relevant period, Defendant failed to provide notice of sick
10 leave amount balance left for Plaintiff and Class Members, thus affecting their intelligent exercise
11 of their paid sick leave. But for this failure, Plaintiff and Class Members would have used their
12 paid sick leave at least prior to their respective separations, for as on several occasions thereafter,
13 he or she would have been entitled to use the banked sick leave and earn appropriate
14 compensation. This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms
15 of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of
16 Plaintiff and Class Members. In violation of Labor Code Section 247.5, Defendant failed to
17 maintain records documenting the hours worked and paid sick days accrued and used by Plaintiff
18 and Class Members, permitting the presumption that Plaintiff and Class Members were entitled
19 to the maximum number of hours accruable under this article. Labor Code Section 246 (i) requires
20 employers to provide an employee with written notice that sets forth the amount of paid sick leave
21 available. Upon information and belief, Defendant further failed and continue to fail to comply
22 with Labor Code Section 246, by failing to provide Plaintiff and Class Members with a Labor
23 Code Section 226 wage statement, or separate writing containing the amount of paid sick leave
24 available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
25 wages. Defendant unlawfully retained and continue to retain paid sick leave that should have been
26 paid but was not, as a result of Defendant's failure to properly institute a paid sick leave program.
27 On information and belief, Plaintiff alleges that all of these practices were experienced and
28 continue to be experienced by Class Members. Accordingly, Plaintiff and Class Members are

entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law.

50. Labor Code Section 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Labor Code Section 6401 provides that "every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Pursuant to Labor Code Section 6402, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful.

51. Labor Code Section 6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Labor Code Section 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful, and Section 6401.7 requires employers to implement injury prevention programs. Section 6406 requires employers to do everything reasonably necessary to protect the life, safety, and health of employees.

52. Defendants failed to provide suitable bathroom facilities to Plaintiff and Class Members working as drivers. As a result, Class Members working in the field as drivers relieved themselves in water bottles and other items that are unsanitary replacements for required bathrooms. They lacked handwashing facilities to clean their hands after such acts. When employees, like delivery drivers, returned to Defendants' facility, they were not provided with any suitable place to dispose of the urine and other unsanitary bathroom related items. Defendants are liable both for the failure to provide bathrooms, and for the resulting unhealthful work environment.

53. It is well established that employers are required to provide clean and sanitary bathrooms to employees, free of effluvia, which would include urine and other bodily fluids.

1 These same standards apply to areas in the workplace outside the bathroom. They must be free of
2 effluvia, urine, and other bodily fluids and waste. Labor Code Section 2350 requires “[e]very
3 factory, workshop, mercantile or other establishment in which one or more persons are employed,
4 shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall
5 be provided, within reasonable access, with a sufficient number of toilet facilities for the use of
6 the employees.” Defendants violated Section 2350 by failing to provide bathrooms for employees
7 necessitating that they relieve themselves in containers not meant for the purpose, including water
8 bottles.

9 54. Defendants further violated 8 CCR Section 3457(c) by failing to provide adequate
10 toilet and handwashing facilities. Cal. Code Regs. tit. 8, Section 3457 requires that “[t]oilet
11 facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept
12 in good repair. Written records of service and maintenance shall be maintained and retained for
13 two years.” Labor Code Section 6712 requires toilets to be “serviced and maintained in a clean,
14 sanitary condition and kept in good repair at all times, including written records of that service
15 and maintenance.” Moreover, “any employer who fails to provide the facilities required by the
16 field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty
17 dollars (\$750) for each violation.” Labor Code Section 6712. Further, the public policy of the
18 State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and
19 6400, et seq. requires all employers to take reasonable steps to provide a safe and secure
20 workplace. Unfortunately, Defendants failed to meet minimum standards for bathrooms. When
21 Class Members began to relieve themselves in containers, Defendants failed to provide proper
22 mechanism for disposing of the urine-filled containers leading to unsanitary, unsafe, and
23 unhealthful work conditions.

24 55. Together, Labor Code Section 1198 and 1199 make unlawful any employment of
25 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
26 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
27 Section 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Defendants’
28 violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping

provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of Sections 1198 and 1199, which subject Defendants to civil penalties under Labor Code Sections 1197.1 and 2699.

CLASS ALLEGATIONS

56. Plaintiff brings this action on behalf of himself and all other similarly situated persons as a class action pursuant to Code of Civil Procedure Section 382. The Class is composed of and defined as follows:

- (a) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were not paid all wages owed, including but not limited to the legally requisite minimum wage, regular time rate, overtime rate and/or double-time rate as well as were not provided a paid sick leave and written notice of accrued paid sick leave as specifically described herein;
- (b) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been provided a meal period for shifts in excess of five (5) hours within the first five (5) hours such shifts, and were not provided one (1) hour's pay for each day during which a lawful meal period was not provided;
- (c) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been provided a rest period for every four (4) hours, or major fraction thereof, worked per day, and were not provided compensation of one (1) hour's pay for each day on which such rest period(s) was not provided;

- 1 (d) All persons who are employed or have been employed by Defendants in the
2 State of California, and who, within the four (4) years of the filing of this
3 Complaint to the present, have worked as non-exempt employees and have not
4 been reimbursed expenditures in discharge of their duties;
- 5 (e) All persons who are employed or have been employed by Defendants in the
6 State of California, and who, within the three (3) years of the filing of this
7 Complaint to the present, have worked as non-exempt employees and have
8 been terminated or resigned, and have not been paid wages pursuant to Labor
9 Code Section 203 and are owed restitution and waiting time penalties for
10 unpaid wages;
- 11 (f) All persons who are employed or have been employed by Defendants in the
12 State of California, and who, within the one (1) year of the filing of this
13 Complaint to the present have worked as non-exempt employees and were not
14 provided an accurate payroll record or wage statement as required under Labor
15 Code Sections 226 and 1174;
- 16 (g) All persons who are employed or have been employed by Defendants in the
17 State of California, and who, within the four (4) years of the filing of this
18 Complaint to the present, have worked as non-exempt employees and were
19 subjected to unlawful and unfair business practices within the meaning of
20 California's Unfair Competition Law and who suffered injury, including lost
21 money, as a result of Defendants' unlawful and unfair business practices.

22 57. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
23 necessary to amend the definition of the Class. Plaintiff will formally define and designate a class
24 definition at such time when Plaintiff seeks to certify the Class alleged in this Complaint.

25 58. This action has been brought and may be maintained as a class action pursuant to
26 Code of Civil Procedure Section 382 because there is a well-defined common interest of many
27 persons and it is impractical to bring them all before the court.
28

1 59. The Court should permit this action to be maintained as a class action pursuant to
2 Code of Civil Procedure Section 382 because:

- 3 (a) The questions of law and fact common to Class predominate over any
4 question affecting only individual class members;
- 5 (b) A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the Class members;
- 7 (c) Class is so numerous that it is impractical to bring all members of the
8 Class before the Court;
- 9 (d) Plaintiff and Class Members will not be able to obtain effective and
10 economic legal redress unless the action is maintained as a class action;
- 11 (e) There is a community of interest in obtaining appropriate legal and
12 equitable relief for the common law and statutory violations and other
13 improprieties and in obtaining adequate compensation for the damages
14 and injuries which Defendants' actions have inflicted upon Class;
- 15 (f) There is a community of interest in ensuring that the combined assets and
16 available insurance of the Defendants are sufficient to adequately
17 compensate Class Members for the injuries sustained;
- 18 (g) Without class certification, the prosecution of separate actions by
19 individual members of the Class would create a risk of:
- 20 (1) Inconsistent or varying adjudications with respect to individual
21 members of the Class which would establish an incompatible
22 standard of conduct for Defendants; and/or
- 23 (2) Adjudications with respect to the individual members which
24 would, as a practical matter, be dispositive of the interests of other
25 members not parties to the adjudications, or would substantially
26 impair or impede their ability to protect their interests, including
27 but not limited to the potential for exhausting the funds available
28 from those parties who are, or may be, responsible Defendants; and

1 (h) Defendants have acted or refused to act on grounds generally applicable
2 to Class, thereby making final injunctive relief appropriate with respect to
3 Class as a whole.

4 60. There is a well-defined community of interest in the litigation and Class is
5 readily ascertainable:

- 6 (a) Numerosity: The members of Class (and each subclass, if any) are so
7 numerous that joinder of all members would be unfeasible and impractical.
8 The membership of the entire Class is unknown to Plaintiff at this time,
9 however, the Class is estimated to be greater than 100 individuals and the
10 identity of such membership is readily ascertainable by inspection of
11 Defendants' records.
- 12 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
13 interests of each Class Member with whom there is a shared, well-defined
14 community of interest, and Plaintiff's claims (or defenses, if any) are typical
15 of all Class Members' claims as demonstrated herein.
- 16 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
17 the interests of each Class Member with whom there is a shared, well-
18 defined community of interest and typicality of claims, as demonstrated
19 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
20 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
21 rules governing class action discovery, certification, and settlement.
22 Plaintiff has incurred, and throughout the duration of this action, will
23 continue to incur costs and attorneys' fees that have been, are, and will be
24 necessarily expended for the prosecution of this action for the substantial
25 benefit of each class member.
- 26 (d) Superiority: A Class Action is superior to other available methods for the
27
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1 fair and efficient adjudication of the controversy, including consideration of:

- 2 1. The interests of the members of the Class in individually
- 3 controlling the prosecution or defense of separate actions;
- 4 2. The extent and nature of any litigation concerning the
- 5 controversy already commenced by or against members of the
- 6 Class;
- 7 3. The desirability or undesirability of concentrating the
- 8 litigation of the claims in the particular forum; and
- 9 4. The difficulties likely to be encountered in the management of
- 10 a class action.

11 (e) Public Policy Considerations: The public policy of the State of California is
12 to resolve the California Labor Code claims of many employees through a
13 class action. Indeed, current employees are often afraid to assert their rights
14 out of fear of direct or indirect retaliation. Former employees are also
15 fearful of bringing actions because they believe their former employers
16 might damage their future endeavors through negative references and/or
17 other means. Class actions provide the class members who are not named in
18 the complaint with a type of anonymity that allows for the vindication of
19 their rights at the same time as their privacy is protected.
20

21 61. Plaintiff contemplates the eventual issuance of notice to the proposed members of
22 the Class that would set forth the subject and nature of the instant action. Defendants' own
23 business records may be utilized for assistance in the preparation and issuance of the
24 contemplated notices. To the extent that any further notices may be required, Plaintiff would
25 contemplate the use of additional techniques and forms commonly used in class actions, such as
26 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
27 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

28 ///

1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay All Wages for All Hours Worked and Provide Correct Paid Sick Leave and**

3 **Written Notice of Accrued Sick Leave**

4 **(Against Defendants, DOES 1 through 50, and each of them)**

5 62. Plaintiff and Class Members re-allege and incorporate by reference all preceding
6 paragraphs of this complaint as though fully set forth herein.

7 63. Labor Code Section 510, subdivision (a) states in pertinent part: "Any work in
8 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...
9 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for
10 any employee."

11 64. Labor Code Section 1194, subdivision (a) states: "Notwithstanding any agreement
12 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
13 overtime compensation applicable to the employee is entitled to recover in a civil action the
14 unpaid balance of the full amount of this minimum wage or overtime compensation, including
15 interest thereon, reasonable attorney's fees, and costs of suit."

16 65. Further, pursuant to Labor Code Section 1197, payment of less than the minimum
17 wage fixed by the Labor Commission is unlawful.

18 66. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer
19 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
20 IWC Wage Order(s).

21 67. Pursuant to the IWC Wage Order(s), Defendants are required to pay Plaintiff and
22 Class Members for all hours worked, meaning the time during which an employee is subject to
23 the control of an employer, including all the time the employee is suffered or permitted to work,
24 whether or not required to do so.

25 68. Plaintiff and Class Members were required to work overtime in excess of eight (8)
26 hours per workday and in excess of forty (40) hours per workweek, but were not paid at the proper
27 overtime rate of pay.

1 69. Labor Code Section 204 requires employers to pay employees all earned wages
2 two times per month on days designated in advance by the employer as regular paydays.
3 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
4 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
5 month during which the labor was performed, and labor performed between the 16th and the last
6 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
7 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
8 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
9 the wages are paid not more than seven calendar days following the close of the payroll period.
10 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
11 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
12 worked. However, during Class period, Defendants systematically failed and refused to pay the
13 employees all wages due, and failed to pay those wages twice a month, in that employees were
14 not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods
15 not authorized and permitted by Defendants, and all wages for all hours worked.

16 70. During the Class Period, Defendant failed to provide proper paid sick leave to
17 Plaintiff and Class Members. Defendant either failed to provide paid sick leave at all or
18 improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and
19 Class Members by failing to base the accrued sick leave hours on the correct number of hours
20 worked (as a result of the rounding/automatic deduction policies and practices for meal periods
21 and/or shift start and end times/other required off-the-clock work including but not limited to
22 work completed during unpaid meal periods and by failing to incorporate multiple rates of pay
23 and/or all non-discretionary remuneration, including but not limited to, non-discretionary
24 bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).
25 Based on information and belief, Defendant further failed to provide notice of the correct sick
26 leave amount balance available to Plaintiff and Class Members on their wage statements or other
27 written statements. In addition, Defendant failed to maintain accurate records of used sick leave
28 and the balance of paid sick leave left to Class Members throughout the relevant time period.

1 Based on information and belief, throughout the relevant period, Defendant failed to provide
2 notice of sick leave amount balance left for Plaintiff and Class Members, thus affecting their
3 intelligent exercise of their paid sick leave. But for this failure, Plaintiff and Class Members
4 would have used their paid sick leave at least prior to their respective separations, for as on
5 several occasions thereafter, he or she would have been entitled to use the banked sick leave and
6 earn appropriate compensation. This illegal retention of paid sick leave is unlawful, and Plaintiff
7 seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California
8 law, on behalf of Plaintiff and Class Members. In violation of Labor Code Section 247.5,
9 Defendant failed to maintain records documenting the hours worked and paid sick days accrued
10 and used by Plaintiff and Class Members, permitting the presumption that Plaintiff and Class
11 Members were entitled to the maximum number of hours accruable under this article. Defendant
12 unlawfully retained and continue to retain paid sick leave that should have been paid but was not,
13 as a result of Defendant's failure to properly institute a paid sick leave program. On information
14 and belief, Plaintiff alleges that all of these practices were experienced and continue to be
15 experienced by Class Members. Accordingly, Plaintiff and Class Members are entitled to
16 injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law.
17 Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not
18 limited to Labor Code Sections 233 and 234, which incorporates the paid sick leave
19 requirements, Defendant is liable to Plaintiff and Class Members for the civil penalties provided
20 for in Labor Code Section 2699(f)(2) for failing to provide any information on accrued sick
21 leave.

22 71. Defendants' pattern, practice and uniform administration of corporate policy
23 regarding illegal employee compensation as described herein is unlawful and creates an
24 entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiff and the members of the
25 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
26 appropriate rate.

27 72. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under
28 Labor Code Section 1194, an employee shall be entitled to recover liquidated damages), the

members of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

73. That calculation of individual damages for Class Members may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v. Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981) 30 Cal.3d 256).

74. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287, Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

75. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods or Compensation in Lieu Thereof (Against Defendants, DOES 1 through 50, and each of them)

76. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

77. Labor Code Sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

78. Labor Code Section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this Section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this Section.

79. Defendants failed to schedule Plaintiff and Class Members in a manner as to reasonably ensure that Plaintiff and Class Members could take such meal periods within the

1 statutory timeframe. As a result, Plaintiff and Class were often forced to forego their meal
2 periods, work during their meal periods and/or take meal periods after the fifth (5th) hour of their
3 shifts. In so doing, Defendants has intentionally and improperly denied meal periods to Plaintiff
4 and Class Members in violation of Labor Code Sections 226.7 and 512, and other regulations and
5 statutes.

6 80. At all times relevant hereto, Plaintiff and Class have worked more than five (5)
7 hours in a workday.

8 81. At all times relevant hereto, Defendants failed to schedule Plaintiff and Class
9 Members in a manner so as to reasonably provide work-free meal periods in accordance with
10 Labor Code Sections 226.7 and 512 and failed to record meal periods.

11 82. By virtue of Defendants' failure to schedule Plaintiff and Class Members in such
12 a way as to provide a timely and/or work free meal period to Plaintiff and Class Members, Plaintiff
13 and Class Members have suffered, and will continue to suffer, damages in an amount which is
14 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
15 ascertained according to proof at trial.

16 83. Plaintiff, individually and on behalf of Class Members, requests recovery of meal
17 period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing
18 this complaint, as well as the assessment of any statutory penalties against Defendants in a sum
19 as provided by the Labor Code and/or other statutes.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

22 **(Against Defendants, DOES 1 through 50, and each of them)**

23 84. Plaintiff and Class Members re-allege and incorporate by reference all preceding
24 paragraphs of this complaint as though fully set forth herein.

25 85. The IWC Wage Orders and Labor Code Section 226.7 provides that employers
26 must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest
27 time per four (4) work hours or major fraction thereof.

1 86. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to
2 provide an employee rest period in accordance with this Section, the employer shall pay the
3 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
4 that the rest period is not provided.

5 87. During the Class Period, Defendants did not provide Plaintiff and Class Members
6 with a ten-minute rest period for every four (4) work hours or major fraction thereof. Therefore,
7 Plaintiff and Class Members were not provided lawful rest periods.

8 88. Defendants failed and/or refused to implement a policy by which Plaintiff and
9 Class Members could receive rest periods and/or work free rest periods. By and through its
10 actions, Defendants intentionally and improperly denied rest periods to Plaintiff and Class
11 Members in violation of Labor Code Sections 226.7 and 512.

12 89. At all times relevant hereto, Plaintiff and Class have worked more than four (4)
13 hours in a workday.

14 90. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff
15 and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer,
16 damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of
17 this Court and which will be ascertained according to proof at trial.

18 91. Plaintiff, individually and on behalf of employees similarly situated, requests
19 recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years
20 prior to filing this Complaint, as well as the assessment of any statutory penalties against
21 Defendants, and each of them, in a sum as provided by the Labor Code and/or any other statute.

22 **FOURTH CAUSE OF ACTION**

23 **Failure to Provide Accurate Itemized Wage Statements**

24 **(Against Defendants, DOES 1 through 50, and each of them)**

25 92. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
26 of this complaint as though fully set forth herein.
27
28

1 93. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central
2 location in California, or at the plant or establishment at which the employee is employed, payroll
3 records showing the hours worked daily by, and the wages paid to, each employee.

4 94. Defendants, however, failed to maintain accurate records of hours worked and all
5 meal periods taken or missed by Plaintiff and Class Members. During the Class Period,
6 Defendants failed to maintain accurate time records and falsified Plaintiff's and Class Members'
7 time records. Plaintiff and Class Members were never required to record their time and/or sign or
8 verify the timesheets. Plaintiff believes Plaintiff's and Class Members supervisors would
9 complete the timesheets with hours worked by Plaintiff and Class Members as opposed to Plaintiff
10 and Class Members clocking in and out electronically or recording their actual time on a
11 handwritten timesheet. Plaintiff and Class Members would never see the timesheets completed
12 by their supervisors or verify the hours worked by them. Defendants refused to permit Plaintiff
13 and Class Members to personally record their actual time, and while recording Plaintiff's and
14 Class Members time falsified the time records.

15 95. Defendants' failure to provide and maintain records required by the Labor Code
16 IWC Wage Orders deprived Plaintiff and Class Members the ability to know, understand and
17 question the accuracy and frequency of meal periods, and the accuracy of their hours worked
18 stated in Defendants' records. Therefore, Plaintiff and Class Members had no way to dispute the
19 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to
20 Defendants. As a direct result, Plaintiff and Class Members have suffered and continue to suffer,
21 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
22 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under
23 state law, all to their respective damage in amounts according to proof at trial. As a result of
24 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
25 Plaintiff and Class Members have also suffered an injury in that they were prevented from
26 knowing, understanding, and disputing the wage payments paid to them.

27 96. Labor Code Section 226, subdivision (a) requires an employer to provide
28 employees—either as a detachable part of the check, draft, or voucher paying the employee's

1 wages, or separately when wages are paid by personal check or cash—an accurate itemized wage
2 statement in writing showing

3 (1) gross wages earned, (2) total hours worked by the employee . . . , (4) all
4 deductions . . . , (5) net wages, (6) the inclusive dates of the period for which
5 the employee is paid, (7) the name of the employee and only the last four
6 digits of his or her social security number or an employee identification
7 number other than a social security number, (8) the name and address of the
8 legal entity that is the employer . . . , and (9) all applicable hourly rates in
9 effect during the pay period and corresponding number of hours worked at
10 each hourly rate by the employee

11 97. Moreover, the IWC Wage Orders require that every employer shall keep accurate
12 information with respect to each employee, including time records showing when each employee
13 begins and ends each work period, the total daily hours worked by each employee and the total
14 hours worked in each payroll period, and applicable rates of pay.

15 98. Plaintiff is informed and believes that Defendants willfully and intentionally
16 failed to make and/or keep records which accurately reflect the hours worked by Plaintiff and
17 Class. Specifically, Plaintiff believes that Defendants' records do not accurately reflect when
18 Plaintiff and Class worked during their meal and rest periods and/or took untimely meal periods
19 or worked for hours not paid. Defendants also failed to include a correct minimum wage hourly
20 rate which is a blatant violation of the Labor Code and failed to record Plaintiff's and Class
21 Members' meal periods.

22 99. Labor Code Section 226, subdivision (e) provides that if an employer knowingly
23 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
24 the total hours worked by the employee and the applicable hourly overtime rates, causing the
25 employee injury, then the employee is entitled to recover the greater of all actual damages or
26 fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each
27 subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes
28 that Defendants willfully failed to make or keep accurate records for Plaintiff and Class.

100. Plaintiff is informed and believes that Defendants' failure to keep accurate payroll records, as described above, violated Labor Code Section 1174, subdivision (d) and Section 226, subdivision (a), and the applicable IWC Wage Order(s). Pursuant to Labor Code Section 2699, subdivision (f)(2), Plaintiff and Class are entitled to penalties of \$100.00 and for the initial violation and \$200.00 for each subsequent violation for every pay period during which these records and information were not kept by Defendants.

101. Plaintiff is informed and believes that Defendants' failure to keep and maintain accurate records and information, as described above, was willful, and Plaintiff and Class are entitled to statutory penalties pursuant to Labor Code Section 1174.5.

FIFTH CAUSE OF ACTION

Failure to Pay Wages upon Termination of Employment
(Against Defendants, DOES 1 through 50, and each of them)

102. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

103. Plaintiff's employment with Defendants ended on or about April 9, 2022. However, Plaintiff received his last paychecks via direct deposit on April 22, 2022 and May 6, 2022. Plaintiff and certain Class who ended their employment with Defendants during the Class Period, were entitled to be promptly paid for all hours worked, including lawful regular time compensation, overtime compensation, double-time compensation, and other premiums, as required by Labor Code Sections 201 through 203. Plaintiff is also entitled to meal period and rest period premium pay in accordance with Labor Code Sections 226 and 226.7.

104. Plaintiff and Class were not compensated for their unlawful and/or missed meal periods and/or rest periods, and were not paid proper regular time compensation, overtime compensation or double-time compensation in accordance with law as a result of Defendants' illegal rounding practice.

105. To date, Plaintiff and Class Members who ended their employment with Defendants during the Class Period have not been compensated for all hours worked.

1 106. Plaintiff and the affected Class Members seek the payment of penalties pursuant
2 to Labor Code Section 203, according to proof.

3 107. Plaintiff is also entitled to attorneys' fees and costs, pursuant to Labor Code
4 Section 1194, and prejudgment interest.

5 **SIXTH CAUSE OF ACTION**

6 **Failure to Reimburse for Necessary Business Expenditures**

7 **(Against Defendants, DOES 1 through 50, and each of them)**

8 108. Plaintiff and Class re-allege and incorporate by reference all the above paragraphs
9 of this complaint as if fully alleged herein.

10 109. California Labor Code Section 2802, states "An employer shall indemnify his or
11 her employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties."

13 110. Plaintiff and Class were not reimbursed by Defendants for necessary expenditures
14 as a direct consequence of the discharge of their duties. Plaintiff and Class incurred expenses as a
15 direct result of performing their job duties for Defendants, and Defendants have failed to
16 indemnify Plaintiff and Class for these employment-related expenses.

17 111. Defendants knowingly, willingly and intentionally attempted to offset the cost of
18 doing business on the Plaintiff and Class.

19 112. Defendants had a corporate practice and policy of requiring Plaintiff and Class to
20 shoulder the burden of Defendants' cost of doing business by failing to reimburse Plaintiff and
21 Class for necessary expenditures.

22 113. Accordingly, Plaintiff and Class are entitled to an award of "necessary
23 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's
24 fees and interest.

25 **SEVENTH CAUSE OF ACTION**

26 **Unfair Business Practices**

27 **(Against Defendants, DOES 1 through 50, and each of them)**

28 114. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs

of this complaint as though fully set forth herein.

115. Business and Professions Code Section 17200 et seq. (also referred to herein as the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair competition in the form of any unlawful, unfair or fraudulent business act or practice.

116. Business and Professions Code Section 17204 allows “a person who has suffered injury in fact and has lost money or property as a result of the unfair competition” to prosecute a civil action for violation of the Unfair Competition Law (“UCL”).

117. Labor Code Section 90.5, subdivision (a) states that it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

118. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4) years prior to the filing of this lawsuit, Defendants has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint including but not limited to violations of Labor Code Sections 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2260, 2350, 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6712, 2699 et seq., 8 CCR 3202, 3457, 2699(f)(2) as well as other statutes.

119. The violations of these laws and regulations, as well as of the fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code Section 17200 et seq.

120. The acts and practices described above constitute unfair, unlawful and fraudulent business practices, and unfair competition, within the meaning of Business and Professions Code Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other similarly situated employees to labor for many consecutive hours without receiving the meal and rest periods and overtime compensation to which they are entitled by law, while enabling Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

1 121. As a result of Defendants' acts, Plaintiff and Class Members have suffered injury
2 in fact in being denied their statutorily entitled meal and rest periods and full compensation for
3 hours worked.

4 122. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
5 and Class have suffered lost wages in an amount to be proven at trial.

6 123. Business and Professions Code Section 17203 provides that a court may make
7 such orders or judgments as may be necessary to prevent the use or employment by any person
8 of any practice which constitutes unfair competition. Injunctive relief is necessary and
9 appropriate to prevent Defendants from repeating its unlawful, unfair and fraudulent business acts
10 and business practices alleged above.

11 124. Business and Professions Code Section 17203 provides that the Court may restore
12 to any person in interest any money or property that may have been acquired by means of such
13 unfair competition. Plaintiff and Class are entitled to restitution pursuant to Business and
14 Professions Code Section 17203 for all wages and payments unlawfully withheld from
15 employees, including the fair value of the meal and rest periods taken away from them during the
16 four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred
17 by Plaintiff and Class in direct consequence of the discharge of his or her duties, or of his or her
18 obedience to the directions of the employer.

19 125. Business and Professions Code Section 17202 provides, "Notwithstanding Section
20 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
21 forfeiture, or penal law in a case of unfair competition." Plaintiff and Class are entitled to enforce
22 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
23 Section 17202.

24 126. Plaintiff's success in this action will enforce important rights affecting public
25 interest, and in that regard, Plaintiff sues on behalf of the general public, as well as herself and
26 other similarly situated employees. Plaintiff and Class seek and are entitled to restitution, civil
27 penalties, declaratory and injunctive relief, and all other equitable remedies owing them.
28

1 127. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.
2 There is a financial burden involved in pursuing this action. The action is seeking to vindicate a
3 public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to
4 pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to
5 Code of Civil Procedure Section 1021.5 and otherwise.

6 **EIGHTH CAUSE OF ACTION**

7 **Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.***
8 **(Against Defendants, DOES 1 through 50, and each of them)**

9 128. Plaintiff re-alleges and incorporates by reference all preceding paragraphs in this
10 complaint, as if fully alleged herein.

11 129. Plaintiff seeks recovery of penalties under the Labor Code Private Attorney
12 General Act of 2004 ("PAGA.") (Labor Code sections 2698 *et seq.*)

13 130. PAGA permits an "aggrieved employee" to recover penalties on behalf of
14 himself/herself and other employees subject to violations of the Labor Code, including violations
15 of sections 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1,
16 1198, 1199, 2802, 2260, 2350, 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409,
17 6712, 2699 *et seq.*, 8 CCR 3202, 3457 as well as the applicable Wage Order.

18 131. Plaintiff is informed and believes Defendants at all relevant times employed one
19 or more employees.

20 132. For those code sections that provide for the recovery of civil penalties, Plaintiff
21 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor
22 Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one
23 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
24 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
25 subsequent violation pursuant to Labor Code section 2699, subdivision (f).

26 133. Section 2699, subdivision (a) provides that civil penalties may be "recovered
27 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
28 current or former employees." (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g),

1 provides that an employee who prevails in a civil action under section 2699 shall be entitled to an
2 award of reasonable attorneys' fees and costs.

3 134. The State of California, Plaintiff and aggrieved employees are, therefore, entitled
4 to civil penalties, attorneys' fees and costs, according to proof.

5
6 **PRAYER FOR RELIEF**

7 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
8 the class claims, prays for relief and judgment against Defendants as follows:

9 **Class Certification**

10 1. That this action be certified as a class action with respect to the First, Second,
11 Third, Fourth, Fifth, Sixth and Seventh Causes of Action;

12 2. That Plaintiff be appointed as the representative of the Class; and

13 3. That counsel for Plaintiff be appointed as Class Counsel.

14 **As to the First Cause of Action**

15 4. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code Sections 204, 245-248.6, 510, 512, 1194, 1197., 1198 and applicable IWC
17 Wage Orders by willfully failing to pay all wages and sick leave pay due;

18 5. For general unpaid wages as may be appropriate;

19 6. For pre-judgment interest on any unpaid compensation commencing from the
20 date such amounts were due;

21 7. For liquidated damages;

22 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code Section 1194(a); and,

24 9. For such other and further relief as the Court may deem equitable and
25 appropriate.
26

27 **As to the Second Cause of Action**
28

1 10. That the Court declare, adjudge and decree that Defendants violated California
2 Labor Code Sections 226.7 and 512, and the IWC Wage Orders;

3 11. For unpaid meal period premium wages as may be appropriate;

4 12. For pre-judgment interest on any unpaid compensation commencing from the
5 date such amounts were due;

6 13. For reasonable attorneys' fees under California Code of Civil Procedure Section
7 1021.5, and for costs of suit incurred herein; and

8 14. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 As to the Third Cause of Action

11 15. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code Sections 226.7 and 512, and the IWC Wage Orders;

13 16. For unpaid rest period premium wages as may be appropriate;

14 17. For pre-judgment interest on any unpaid compensation commencing from the
15 date such amounts were due;

16 18. For reasonable attorneys' fees under California Code of Civil Procedure Section
17 1021.5, and for costs of suit incurred herein; and

18 19. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 As to the Fourth Cause of Action

21 20. That the Court declare, adjudge and decree that Defendants violated the record
22 keeping provisions of California Labor Code Section 226(a) and applicable IWC Wage
23 Orders, and willfully failed to provide accurate itemized wage statements thereto;

24 21. For penalties and actual damages pursuant to California Labor Code Section
25 226(e);
26
27
28

1 22. For injunctive relief to ensure compliance with this Section, pursuant to
2 California Labor Code Section 226(h);

3 23. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 24. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 As to the Fifth Cause of Action

7 25. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code Sections 201, 202, 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment;

10 26. For statutory wage penalties pursuant to California Labor Code Section 203 for
11 former employees who have left Defendants' employ;

12 27. For pre-judgment interest on any unpaid wages from the date such amounts were
13 due;

14 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

15 29. For such other and further relief as the Court may deem equitable and
16 appropriate.
17

18 As to the Sixth Cause of Action

19 30. That the Court declare, adjudge and decree that Defendants violated Labor Code
20 Section 2802 and the IWC Wage Orders;

21 31. For general unpaid wages and reimbursement of business expenses as may be
22 appropriate;

23 32. For pre-judgment interest on any unpaid compensation commencing from the
24 date such amounts were due;

25 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

26 34. For such other and further relief as the Court may deem equitable and
27 appropriate.
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40. For such other and further relief as the Court may deem equitable and appropriate.

41. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked and paid sick leave, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal periods, failing to indemnify necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate wage statements and health and safety violations;

1 42. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
2 other applicable Labor Code provisions;

3 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code § 2699;

5 44. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 As to all Causes of Action

8 45. For any additional relief that the Court deems just and proper.
9

10 Dated: December 1, 2025

TUNYAN LAW, APC

11 
12 _____
13

14 Lilit Tunyan
15 Artur Tunyan
16 Attorneys for Plaintiff ANTOWINE HOCKLEY
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Exhibit “A”



535 N. Brand Blvd., Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

September 19, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
CT Corporation System
Agent for Service of Process for
Performance Team Logistics LLC
330 N. Brand Boulevard
Glendale, CA 92392

VIA ONLINE SUBMISSION

Department of Industrial Relations
Division of Occupational Safety and Health
1515 Clay Street, Suite 1901
Oakland, CA 94612

VIA CERTIFIED MAIL

Return Receipt Requested
Performance Team Logistics LLC
180 Park Avenue
Florham Park, NJ 07932

VIA CERTIFIED MAIL

Return Receipt Requested

Tacsis Law APC
Attn: John Scott Manzano
Kent Limson
Agent for Service of Process for
Road Warrior Staffing, Inc.
3424 W. Carson Street, Suite 600
Torrance, CA 90503

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Hockley v. Road Warrior Staffing, et al.*

To Whom It May Concern:

Please be advised that my office has been retained by Antowine Hockley (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employers Road Warrior Staffing, Inc. and Performance Team Logistics LLC (“Defendants”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendants engaged in with respect to Plaintiff and all of Defendants’ aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendants as a driver from August 2024 to September 15, 2025, within the state of California, including in Riverside County. Defendants classified Plaintiff as non-exempt from overtime. Plaintiff typically worked 5-6 days per week, and over 10-12 hours each workday.

Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendants, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate

the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendants put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendants to place those individuals on notice if Defendants voluntarily provides their contact information.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendants regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even

though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute.

Throughout the statutory time period, Plaintiff and the Aggrieved Employees were also regularly required to work off-the-clock, uncompensated as they were required to send and respond to work-related messages and calls and receive work instructions after their scheduled shifts. Accordingly, Defendants frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendants to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees did not have scheduled meal periods, did not record meal periods and regularly missed first, second and third meal periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendants' failure to provide lawful meal periods, Defendants implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual

and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendants failed to keep records of the start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendants illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendants to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendants' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and Aggrieved Employees did not have scheduled rest periods and regularly missed first, second,

third and fourth rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendants to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have

also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendants' failure to keep accurate and complete payroll records for Plaintiff and the Aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendants to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees were required to use their personal cell phones to record their time using an application on their phone and to send and respond to work-related messages and work instructions but were not reimbursed for the reasonable portion of their cell phone bills.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and some Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of

their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the 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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods

that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and the Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

**Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave
(Violations of Labor Code §§ 245-248.5)**

Throughout the relevant time period, Defendants failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendants improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Based on information and belief, Defendants further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendants failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Upon information and belief, Defendants further failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and the Aggrieved employees with a Labor Code § 226 wage statement, or separate writing containing the correct amount of paid sick leave available, at the time it pays wages.

Defendants unlawfully retained and continues to retain paid sick leave that should have been paid but was not, as a result of Defendants' failure to properly institute a paid sick leave program.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to

Defendants' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Provide a Place of Employment That Is Safe and Healthful

Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Labor Code §6401 provides that "every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Pursuant to Labor Code §6402, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful, and §6401.7 requires employers to implement injury prevention programs. §6406 requires employers to do everything reasonably necessary to protect the life, safety, and health of employees.

Defendants failed to provide suitable bathroom facilities to Plaintiff and the Aggrieved Employees working as drivers. As a result, the Aggrieved Employees working in the field as drivers relieved themselves in water bottles and other items that are unsanitary replacements for required bathrooms. They lacked handwashing facilities to clean their hands after such acts. When employees, like delivery drivers, returned to Defendants' facility, they were not provided with any suitable place to dispose of the urine and other unsanitary bathroom related items. Defendants are liable both for the failure to provide bathrooms, and for the resulting unhealthful work environment.

It is well established that employers are required to provide clean and sanitary bathrooms to employees, free of effluvia, which would include urine and other bodily fluids. These same standards apply to areas in the workplace outside the bathroom. They must be free of effluvia, urine, and other bodily fluids and waste.

Labor Code §2350 requires “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Defendants violated §2350 by failing to provide bathrooms for employees necessitating that they relieve themselves in containers not meant for the purpose, including water bottles.

Defendants further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years.” Labor Code §6712 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance.” Moreover, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps to provide a safe and secure workplace. Unfortunately, Defendants failed to meet minimum standards for bathrooms. When the Aggrieved Employees began to relieve themselves in containers, Defendants failed to provide proper mechanism for disposing of the urine-filled containers leading to unsanitary, unsafe, and unhealthful work conditions.

Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide bathroom facilities.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendants’ violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendants to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code

§§ 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2260, 2350, 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6712, 2699 et seq., 8 CCR 3202, 3457 and all applicable Wage Orders.

Defendants have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, 2699(f)(2), 6423, 6427, 6428, 6429.

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendants or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC



535 N. Brand Blvd., Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

September 23, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
CT Corporation System
Agent for Service of Process for
Performance Team Logistics LLC
330 N. Brand Boulevard
Glendale, CA 91203

VIA ONLINE SUBMISSION

Department of Industrial Relations
Division of Occupational Safety and Health
1515 Clay Street, Suite 1901
Oakland, CA 94612

VIA CERTIFIED MAIL

Return Receipt Requested
Performance Team Logistics LLC
180 Park Avenue
Florham Park, NJ 07932

VIA CERTIFIED MAIL

Return Receipt Requested
Taccis Law APC
Attn: John Scott Manzano
Kent Limson
Agent for Service of Process for
Road Warrior Staffing, Inc.
3424 W. Carson Street, Suite 600
Torrance, CA 90503

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Hockley v. Road Warrior Staffing, et al.*

To Whom It May Concern:

Please be advised that my office has been retained by Antowine Hockley (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employers Road Warrior Staffing, Inc. and Performance Team Logistics LLC (“Defendants”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendants engaged in with respect to Plaintiff and all of Defendants’ aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendants as a driver from August 2024 to September 15, 2025, within the state of California, including in Riverside County. Defendants classified Plaintiff as non-exempt from overtime. Plaintiff typically worked 5-6 days per week, and over 10-12 hours each workday. Plaintiff's employment mostly constituted travel. During his employment with Defendants Plaintiff regularly started his work shift by picking up the working truck from Defendant Performance Team Logistics LLC's corporate office located at 4155 Wineville Avenue, Mira Loma, CA 91752. After picking up the truck Plaintiff regularly drove to the warehouse located at 11905 Landon Drive, Mira Loma, CA 91752 to pick up packages for delivery. During his employment with Defendants, after picking up the packages for delivery Plaintiff regularly drove to Marshalls stores located at 741 West 2nd Street, San Bernardino, CA 92410; 150 West Foothill Blvd., Upland, CA 91786; and 3833 Grand Avenue, Chino, CA 91710 to deliver the packages. At the end of his shift Plaintiff regularly dropped off the working truck at Defendant Performance Team Logistics LLC's corporate office located at 4155 Wineville Avenue, Mira Loma, CA 91752.

Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendants, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section

3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendants put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendants to place those individuals on notice if Defendants voluntarily provides their contact information.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code § 1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendants regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute.

Throughout the statutory time period, Plaintiff and the Aggrieved Employees were also regularly required to work off-the-clock, uncompensated as they were required to send and respond to work-related messages and calls and receive work instructions after their scheduled shifts. Accordingly, Defendants frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendants to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the

Aggrieved Employees did not have scheduled meal periods, did not record meal periods and regularly missed first, second and third meal periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendants' failure to provide lawful meal periods, Defendants implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendants failed to keep records of the start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendants illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendants to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendants' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is

entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and Aggrieved Employees did not have scheduled rest periods and regularly missed first, second, third and fourth rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendants to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendants' failure to keep accurate and complete payroll records for Plaintiff and the Aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendants to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees were required to use their personal cell phones to record their time using an application on their phone and to send and respond to work-related messages and work instructions but were not reimbursed for the reasonable portion of their cell phone bills.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an

employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and some Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the 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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and the Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all

wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Throughout the relevant time period, Defendants failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendants improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Based on information and belief, Defendants further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendants failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Upon information and belief, Defendants further failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and the Aggrieved employees with a Labor Code § 226 wage statement, or separate writing containing the correct amount of paid sick leave available, at the time it pays wages.

Defendants unlawfully retained and continues to retain paid sick leave that should have been paid but was not, as a result of Defendants' failure to properly institute a paid sick leave program.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendants' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Provide a Place of Employment That Is Safe and Healthful

Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Labor Code §6401 provides that "every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Pursuant to Labor Code §6402, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful, and §6401.7 requires employers to implement injury prevention programs. §6406 requires employers to do everything reasonably necessary to protect the life, safety, and health of employees.

During his employment with Defendants Plaintiff regularly started his work shift by picking up the working truck from Defendant Performance Team Logistics LLC's corporate office located at 4155 Wineville Avenue, Mira Loma, CA 91752. After picking up the truck Plaintiff regularly drove to the warehouse located at 11905 Landon Drive, Mira Loma, CA 91752 to pick up packages for delivery. During his employment with Defendants, after picking up the packages for delivery Plaintiff regularly drove to Marshalls stores located at 741 West 2nd Street, San

Bernardino, CA 92410; 150 West Foothill Blvd., Upland, CA 91786; and 3833 Grand Avenue, Chino, CA 91710 to deliver the packages. At the end of his shift Plaintiff regularly dropped off the working truck at Defendant Performance Team Logistics LLC's corporate office located at 4155 Wineville Avenue, Mira Loma, CA 91752. Defendants failed to provide proper bathroom breaks or an opportunity to use bathroom due to the assigned tight schedule of deliveries. Defendants also failed to provide suitable bathroom facilities to Plaintiff and the Aggrieved Employees working as drivers. As a result, the Aggrieved Employees working in the field as drivers often times relieved themselves in water bottles and other items that are unsanitary replacements for required bathrooms in order to complete the deliveries timely and do not take any breaks for using a bathroom. They lacked handwashing facilities to clean their hands after such acts. When employees, like delivery drivers, returned to Defendants' facility or delivery locations, they were not provided with any suitable place to dispose of the urine and other unsanitary bathroom related items. Defendants are liable both for the failure to provide bathrooms, and for the resulting unhealthful work environment.

It is well established that employers are required to provide clean and sanitary bathrooms to employees, free of effluvia, which would include urine and other bodily fluids. These same standards apply to areas in the workplace outside the bathroom. They must be free of effluvia, urine, and other bodily fluids and waste.

Labor Code §2350 requires "[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees." Defendants violated §2350 by failing to provide bathrooms for employees necessitating that they relieve themselves in containers not meant for the purpose, including water bottles.

Defendants further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. Cal. Code Regs. tit. 8, § 3457 requires that "[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years." Labor Code §6712 requires toilets to be "serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance." Moreover, "any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation." Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps to provide a safe and secure workplace. Unfortunately, Defendants failed to meet minimum standards for bathrooms. When the Aggrieved Employees

began to relieve themselves in containers, Defendants failed to provide proper mechanism for disposing of the urine-filled containers leading to unsanitary, unsafe, and unhealthful work conditions.

Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide bathroom facilities.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendants' violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendants to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2260, 2350, 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6712, 2699 et seq., 8 CCR 3202, 3457 and all applicable Wage Orders.

Defendants have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, 2699(f)(2), 6423, 6427, 6428, 6429.

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of

additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendants or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Tunyan", with a stylized flourish at the end.

Lilit Tunyan, Esq.
TUNYAN LAW, APC

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: ltunyan@tunyanlaw.com
Subject: Thank you for submission of your PAGA Case.
Date: Friday, September 19, 2025 12:44:34 PM

9/19/2025

LWDA Case No. LWDA-CM-1126423-25
Law Firm : Tunyan Law, APC
Plaintiff Name : Antowine Hockley
Employer: Road Warrior Staffing, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:
<https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: [DIR PAGA Unit](#)
To: ltunyan@tunyanlaw.com
Subject: Thank you for your Amended PAGA Claim Notice Submission.
Date: Tuesday, September 23, 2025 10:07:17 AM

09/23/2025 10:07:04 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.).

To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:

<https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE
Send tracking number to 28777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE
Visit <https://www.usps.com/tracking>
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail®	1		\$2.44
Large Envelope			
Florham Park, NJ 07932			
Weight: 0 lb 3.20 oz			
Estimated Delivery Date			
Mon 09/29/2025			
Certified Mail®			\$5.30
Tracking #:			
9589 0710 5270 2533 8829 14			
Return Receipt			\$4.40
Tracking #:			
9590 9402 8114 2349 9455 05			
Total			\$12.14
First-Class Mail®	1		\$2.44
Large Envelope			
Glendale, CA 91203			
Weight: 0 lb 3.20 oz			
Estimated Delivery Date			
Thu 09/25/2025			
Certified Mail®			\$5.30
Tracking #:			
9589 0710 5270 2533 8829 21			
Return Receipt			\$4.40
Tracking #:			
9590 9402 8114 2349 9454 68			
Total			\$12.14
First-Class Mail®	1		\$2.44
Large Envelope			
Torrance, CA 90503			
Weight: 0 lb 3.20 oz			
Estimated Delivery Date			
Thu 09/25/2025			
Certified Mail®			\$5.30
Tracking #:			
9589 0710 5270 2533 8829 38			
Return Receipt			\$4.40
Tracking #:			
9590 9402 8114 2349 9454 44			
Total			\$12.14
Grand Total:			\$36.42
Credit Card Remit			\$36.42
Card Name: AMEX			
Account #: XXXXXXXXXXXX1001			
Approval #: 886777			
Transaction #: 483			
AID: A000000025010801 Contactless			
AL: AMERICAN EXPRESS			
PIN: Not Required			

TO REPORT AN ISSUE
Visit <https://email.usps.com>

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com.

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Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To

Street and Apt. No., or P.O. Box

City, State, ZIP+4®

PS Form 3800, January 2019

Postmark Here

Performance Team Logistics LLC
180 Park Avenue
Florham Park, NJ 07932

SEP 23 2025

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

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Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To

Street and Apt. No., or P.O. Box

City, State, ZIP+4®

PS Form 3800, January 2019

Postmark Here

CT CORPORATION SYSTEM
AGENT FOR SERVICE OF PROCESS FOR
PERFORMANCE TEAM LOGISTICS LLC
330 N. BRAND BLVD
GLENDALE, CA 91203

SEP 23 2025

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To

Street and Apt. No., or P.O. Box

City, State, ZIP+4®

PS Form 3800, January 2019

Postmark Here

TACIS LAW APC
ATTN: JOHN SCOTT MORGANO
KENT LIMSON
AGENT FOR SERVICE OF PROCESS FOR
ROAD WARRIOR STAFFING, INC.
3424 W. CARSON STREET, SUITE 600
TORRANCE, CA 90503

SEP 23 2025

USPS TRACKING #



9590 9402 8114 2349 9454 82

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box*

TUNYAN LAW, APC

535 N. Brand Blvd. STE 285
Glendale, CA 91203



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PERFORMANCE TEAM LOGISTICS LLC
180 PARK AVENUE
FLORHAM PARK, NJ 07932



9590 9402 8114 2349 9454 82

2. Article Number (Transfer from service label)

9589 0710 5270 2533 8828 46

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☒ Agent
☐ Addressee

B. Received by (Printed Name)

[Signature]

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

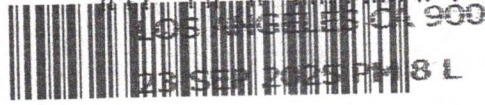
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
(500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #



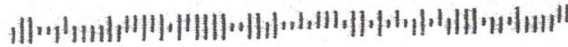
9590 9402 8114 2349 9454 99

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

TUNYAN LAW, APC
535 N. Brand Blvd. STE 285
Glendale, CA 91203

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TACSIS LAW APC
ATTN: JOHN SCOTT MANZANO
KENT LIMSON
AGENT FOR SERVICE OF PROCESS FOR
ROAD WARRIOR STAFFING, INC.
3424 W. CARSON STREET, SUITE 600
TORRANCE, CA 90503



9590 9402 8114 2349 9454 99

2. Article Number (Transfer from service label)

9589 0710 5270 2533 8828 60

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

X

C. Date of Delivery

9/22/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053

USPS TRACKING#



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26 SEP 2025 PM 12 L

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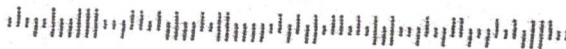
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

TUNYAN LAW, APC

535 N. Brand Blvd. STE 285
Glendale, CA 91203

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TACSIS LAW APC
ATTN: JOHN SCOTT MANZANO
KENT LIMSON
AGENT FOR SERVICE OF PROCESS FOR
ROAD WARRIOR STAFFING, INC.
3424 W. CARSON STREET, SUITE 600
TORRANCE, CA 90503



9590 9402 8114 2349 9454 44

2. Article Number (Transfer from service label)

9589 0710 5270 2533 8829 38

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9/15/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery
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PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING#



9590 9402 8114 2349 9454 68

United States
Postal Service

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

TUNYAN LAW, APC
535 N. Brand Blvd. STE 285
Glendale, CA 91203

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CT CORPORATION SYSTEM
AGENT FOR SERVICE OF PROCESS FOR
PERFORMANCE TEAM LOGISTICS LLC
330 N. BRAND BLVD STE 700
GLENDALE, CA 91203



9590 9402 8114 2349 9454 68

2. Article Number (Transfer from service label)

9589 0710 5270 2533 8829 21

COMPLETE THIS SECTION ON DELIVERY

A. Signature

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☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ NO

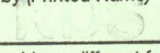
SEP 27 2025

CDN

3. Service Type

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| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Registered Mail Restricted Delivery (\$500) | |

USPS TRACKING#			First-Class Mail Postage & Fees Paid USPS Permit No. G-10
			
9590 9402 8114 2349 9454 75			
United States Postal Service		• Sender: Please print your name, address, and ZIP+4® in this box • TUNYAN LAW, APC 535 N. Brand Blvd. STE 285 Glendale, CA 91203	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X ☐ Agent ☐ Addressee	
1. Article Addressed to: CT CORPORATION SYSTEM AGENT FOR SERVICE OF PROCESS FOR PERFORMANCE TEAM LOGISTICS LLC 330 N. BRAND BOULEVARD GLENDALE, CA 92392		B. Received by (Printed Name) 	
2. Article Number (Transfer from service label) 9589 0710 5270 2533 8828 53		C. Date of Delivery SEP 23 2025	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

STATE OF CALIFORNIA

GAVIN NEWSOM, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Riverside District Office
3737 Main Street,
Suite 201
Riverside, CA 92501
Tel. # (951) 410-4250 Fax # (951) 782-0704



October 7, 2025

Lilit Tunyan
535 N. Brand Blvd. Ste. 285
Glendale, CA 91203

Dear Lilit Tunyan:

This letter is to acknowledge receipt of your complaint (Complaint No. 2357082) about safety and health hazards at Road Warrior Staffing Inc. 4155 Wineville Avenue in Mira Loma. Your complaint will be handled in accordance with the policies and procedures of the Division.

California law protects any person who makes a complaint about a workplace safety or health hazard from being treated differently, discharged, demoted, suspended or retaliated against in any manner by their employer. If you believe that you have been retaliated against because you made a complaint to the Division of Occupational Safety and Health, you may file a retaliation complaint with the nearest office of the Division of Labor Standards Enforcement (Labor Commissioner). In most cases, you must file your complaint with the Labor Commissioner's Office within one (1) year of the retaliatory action. You also have a separate right to file a concurrent complaint with the Federal Occupational Safety and Health Administration within thirty (30) days of the retaliatory action.

Thank you for your interest in safety and health.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie Winn".

Stephanie Winn
District Manager

/rg

reference: Complaint No. 2357082 - Ltr F

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Dated: December 1, 2025

Thurs

Attorneys for Plaintiff ANTOWINE HOCKLEY

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)

) ss

3 COUNTY OF LOS ANGELES)

4 I am employed in the county of Los Angeles, State of California. I am over the age of 18
and not a party to the within action; my business address is 535 N. Brand Blvd., Suite 285,
5 Glendale, CA 91203.

6 On the date indicated below, I served the document described as: **FIRST AMENDED**
COMPLAINT on the interested parties in this action by sending a true copy thereof to interested
7 parties as follows and as stated on the attached service list:

Ryan Arakawa

8 Ryan@tacsis.com

Maria Espana

9 Maria@tacsis.com

law@tacsis.com

TACSIS LAW APC

10 3424 W. Carson St. STE 600

11 Torrance CA, 90503

Telephone: (424) 234-5200

12 Facsimile: (424) 234-5200

Attorneys for Defendant ROAD WARRIOR STAFFING, INC.

13 Michael Wertheim

14 Michael.Wertheim@gtlaw.com

Michael Kolvek

15 Michael.Kolvek@gtlaw.com

16 Mark D. Kemple

kemplem@gtlaw.com

17 **GREENBERG TRAURIG, LLP**

18 400 Capitol Mall , Suite 2400

Sacramento, CA 95814

19 Telephone: (916) 868-0600

Facsimile: (916) 448-1709

20 **Attorneys for Defendant PERFORMANCE TEAM LOGISTICS LLC**

21 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale,
22 California, by e-mail delivery on the parties listed herein at their most recent known
e-mail address or e-mail of record in this action.

23 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept
24 electronic service, I caused the documents to be sent to the persons at the electronic
service addresses listed above via electronic mail. I did not receive an error message.
25 I declare under penalty of perjury under the laws of the State of California that the above is
true and correct.

26 Executed on December 1, 2025 at Glendale, California.

27 Natalia Zevallos

28 Name



Signature