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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SHAYLEN BISHOP-MATUTE, individually and on behalf of the State of California and Aggrieved Employees,

Plaintiff,

vs.

A-TEAM DELIVERS LLC, a California Limited Liability Company; and DOES 1 through 10, Inclusive,

Defendants.

Case No.: CIVVS2508199

COMPLAINT FOR CIVIL PENALTIES PURSUANT TO THE CALIFORNIA LABOR CODE § 2699(a) & (f)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

COMES NOW Plaintiff SHAYLEN BISHOP-MATUTE ("Bishop-Matute" or "Plaintiff") on behalf of himself, the State of California, and all other Aggrieved Employees, hereby brings this Representative Action Complaint against Defendant A-TEAM DELIVERS LLC, and DOES 1 through 10 ("A-Team Delivers" or "Defendants"), inclusive, and alleges as follows:

Summary

1. Bishop-Matute and the Aggrieved Employees, on behalf of the State of California and all other Aggrieved Employees, bring this enforcement action pursuant to the California Labor Code Private Attorneys General Act of 2004, as amended ("PAGA"), against A-Team Delivers, on behalf of individuals who work or have worked for A-Team Delivers and have suffered one or more violations of the Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Orders (including IWC Wage Order No. 9-2001), at any time since one year prior to the date of the PAGA Notice through the resolution of this Action ("the Aggrieved Employees").

2. Bishop-Matute and the Aggrieved Employees were employed by A-Team Delivers as delivery drivers, paid on an hourly basis, and classified as non-exempt employees under California law. During the relevant time period, A-Team Delivers required Bishop-Matute and the Aggrieved Employees to perform regular and recurring work duties, including delivery, fleet-related tasks, and occasional dispatch-related functions.

3. A-Team Delivers failed to compensate Bishop-Matute and the Aggrieved Employees for all hours worked, including overtime and off-the-clock work, in violation of Lab. Code §§ 510, 1194, and 204. Despite company policies that appeared to provide for hourly wages and bonuses, A-Team Delivers manipulated route assignments, bonus criteria, and timekeeping such that Bishop-Matute and the Aggrieved Employees routinely worked without receiving all wages due, including non-discretionary bonus compensation and overtime.

4. Further, A-Team Delivers systematically failed to authorize, permit, and provide compliant meal and rest periods to Bishop-Matute and the Aggrieved Employees, as required by Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 9-2001. The company's scheduling,

assignment, and route manipulation resulted in missed, shortened, or interrupted breaks, for which no required premium pay was provided.

5. A-Team Delivers also failed to provide Bishop-Matute and the Aggrieved Employees with accurate, itemized wage statements that reflect all hours worked, pay rates, gross and net wages earned, and bonuses or deductions, as required by Lab. Code § 226(a). Wage statements issued to Bishop-Matute and the Aggrieved Employees failed to accurately account for off-the-clock hours, manipulated bonuses, and other pay discrepancies.

6. When Bishop-Matute and the Aggrieved Employees separated from employment with A-Team Delivers, either by termination or as a result of constructive discharge, A-Team Delivers failed to pay all wages owed, including regular pay, overtime, bonus compensation, and business expense reimbursements, in violation of Lab. Code §§ 201–204, 226, and 2802.

7. Bishop-Matute and the Aggrieved Employees made requests for copies of their payroll and personnel records as permitted under Lab. Code § 226(b)–(c) and § 1198.5. A-Team Delivers failed to provide these records within the timeframes required by law.

8. Throughout their employment, Bishop-Matute and the Aggrieved Employees were subject to ongoing policies and practices of wage theft, inaccurate payroll, denial of statutory breaks, manipulation of schedules and pay, failure to reimburse business expenses, and denial of access to required employment records, in violation of Lab. Code §§ 98.6, 204, 226(a), 226(b)–(c), 510, 512, 1174, 1194, 1198, 201–204, 221–223, 226.7, 2802, 1198.5, and applicable provisions of IWC Wage Order No. 9-2001.

9. Accordingly, Bishop-Matute and the Aggrieved Employees bring these claims pursuant to PAGA, Lab. Code §§ 2698–2699.5, to challenge A-Team Delivers' policies and practices of (1) failing to pay all wages owed, including overtime and non-discretionary bonuses; (2) failing to authorize, permit, and make available compliant meal and rest periods and failing to pay required premium compensation; (3) exceeding the maximum hours of work allowed; (4) failing to provide accurate, itemized wage statements; (5) failing to pay all wages due upon separation from employment; (6) failing to reimburse all necessary business expenses; and (7)

failing to timely provide requested payroll and personnel records.

10. Bishop-Matute and the Aggrieved Employees seek to recover all civil penalties and statutory relief available under PAGA on behalf of the State of California and all Aggrieved Employees. Bishop-Matute and the Aggrieved Employees seek to remedy the unlawful and pervasive wage-and-hour violations, recordkeeping violations, and related Labor Code violations imposed and perpetuated by A-Team Delivers, and to ensure that California workers are protected from such unlawful employment practices.

THE PARTIES

11. Bishop-Matute and the Aggrieved Employees worked for A-Team Delivers as delivery drivers and related positions from approximately June 2022 through January 2025. Throughout their employment, A-Team Delivers classified Bishop-Matute and the Aggrieved Employees as non-exempt employees and paid them by the hour.

12. Bishop-Matute and the Aggrieved Employees bring this action on behalf of the State of California and on behalf of all current and former non-exempt employees employed by A-Team Delivers in California who suffered one or more of the Labor Code violations described herein, which are enumerated in Lab. Code §§ 2698 *et seq.*, and who worked for A-Team Delivers at any time within one year prior to the filing of the PAGA Notice through the resolution of this Action. These employees are collectively referred to as the "Aggrieved Employees."

13. Bishop-Matute is an "Aggrieved Employee" within the meaning of Lab. Code § 2699(c) because A-Team Delivers employed Bishop-Matute and the Aggrieved Employees, and they suffered one or more of the alleged Labor Code and/or Wage Order violations committed by A-Team Delivers within the relevant limitations period.

14. Bishop-Matute and the Aggrieved Employees were employees of A-Team Delivers at all relevant times, as defined in the California Labor Code and the applicable Wage Order(s), including IWC Wage Order No. 9-2001.

15. A-Team Delivers is a California limited liability company with its principal place of business at 12127 Mall Blvd, Suite A #322, Victorville, California 92392, and a registered agent for

service of process at **Steve Ford, 9999 Maya Linda Road, Apt. 70, San Diego, California 92126**. A-Team Delivers may be served through its registered agent at that address (Lab. Code § 2699, Corp. Code §§ 17050, 17701.13).

16. A-Team Delivers was the employer of Bishop-Matute and the Aggrieved Employees or the person(s) acting on behalf of their employer(s), either individually, or as officers, agents, or employees of another person or entity, within the meaning of Lab. Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California law for each hour and overtime/double-time hour worked, and as such, is subject to civil penalties.

Jurisdiction & Venue

17. This Court has jurisdiction over the State of California's claims for civil penalties, by and through Bishop-Matute and the Aggrieved Employees as deputized PAGA representatives, pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction over all causes except those given by statute to other courts. The statute under which this Action is brought, Lab. Code §§ 2698–2699.5, does not specify any other basis for jurisdiction.

18. Bishop-Matute and the Aggrieved Employees, through counsel, filed a written PAGA Notice with the California Labor and Workforce Development Agency ("LWDA") on September 12, 2025, as required by Lab. Code § 2699.3.

19. This Court has personal jurisdiction over A-Team Delivers because A-Team Delivers is a California limited liability company, is registered to do business in California, and has purposefully availed itself of the benefits of the State by doing business in and employing workers in California, including Bishop-Matute and the Aggrieved Employees.

20. Venue is proper in this judicial district, the County of San Bernardino, pursuant to Code Civ. Proc. §§ 393 and/or 395.5, because A-Team Delivers employed Bishop-Matute and the Aggrieved Employees within San Bernardino County, including at its principal place of business in Victorville, California. A-Team Delivers conducts business in this County, employs Aggrieved Employees in this County, and, therefore, liability under PAGA arises in this County.

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Factual Allegations

21. A-Team Delivers holds itself out as a third-party delivery and logistics company, providing package delivery services on behalf of major clients, including Amazon, throughout San Bernardino County and the State of California. To meet its operational and contractual obligations, A-Team Delivers employs a workforce of non-exempt employees, including Bishop-Matute and the Aggrieved Employees, who perform delivery driving and related services.

22. A-Team Delivers classified Bishop-Matute and the Aggrieved Employees as non-exempt, hourly employees throughout the relevant time period. While job titles and duties may vary, Bishop-Matute and the Aggrieved Employees were subject to uniform, company-wide employment policies and practices imposed by A-Team Delivers.

23. For example, Bishop-Matute and the Aggrieved Employees worked for A-Team Delivers as delivery drivers in and around Victorville, California, from approximately June 2022 through January 2025. Their primary job duties included the delivery of packages, maintenance of delivery vehicles, and occasional fleet or dispatcher-related work as assigned by management.

24. A-Team Delivers required Bishop-Matute and the Aggrieved Employees to report "on the clock" hours through designated timekeeping systems, but also regularly suffered or permitted them to perform work "off the clock" for the benefit of A-Team Delivers, in violation of Lab. Code § 204 and IWC Wage Order No. 9-2001. Specifically, A-Team Delivers manipulated route assignments, schedules, and bonus systems so that Bishop-Matute and the Aggrieved Employees routinely performed pre-shift, post-shift, and inter-shift duties without compensation.

25. Throughout their employment, Bishop-Matute and the Aggrieved Employees regularly worked more than 8 hours in a workday and/or more than 40 hours in a workweek. Despite this, A-Team Delivers failed to compensate Bishop-Matute and the Aggrieved Employees for all overtime hours worked, and also failed to pay double-time rates for hours worked in excess of 12 per day or after eight hours on the seventh consecutive day, in violation of Lab. Code §§ 510, 1194, and 1198.

26. A-Team Delivers also failed to authorize, permit, or make available to Bishop-

Matute and the Aggrieved Employees compliant meal and rest periods, as required by Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 9-2001. Due to route pressures and scheduling manipulation, Bishop-Matute and the Aggrieved Employees were often unable to take timely, uninterrupted 30-minute meal periods or 10-minute rest periods for every four hours worked. A-Team Delivers did not pay required premium wages for missed, late, or interrupted meal and rest periods.

27. Further, A-Team Delivers failed to reimburse Bishop-Matute and the Aggrieved Employees for all necessary business expenses incurred in direct consequence of their job duties, including costs for work-related equipment, cell phone use, and travel, in violation of Lab. Code § 2802.

28. A-Team Delivers failed to provide Bishop-Matute and the Aggrieved Employees with timely and accurate, itemized wage statements that reflect all hours worked, overtime, double-time, bonuses, and business expense reimbursements, as required by Lab. Code § 226(a) and IWC Wage Order No. 9-2001. The wage statements issued by A-Team Delivers routinely failed to account for off-the-clock work, manipulated or withheld bonuses, and actual net wages due.

29. Upon separation from employment, whether by termination or constructive discharge, A-Team Delivers failed to pay Bishop-Matute and the Aggrieved Employees all wages owed, including overtime, non-discretionary bonuses, and premium pay, in violation of Lab. Code §§ 201–204.

30. Bishop-Matute and the Aggrieved Employees made requests for copies of their payroll and personnel records as permitted under Lab. Code § 226(b)–(c) and § 1198.5. A-Team Delivers failed to timely provide these records as required by law.

31. Throughout their employment, Bishop-Matute and the Aggrieved Employees were further subjected to an unlawful workplace environment involving harassment, discrimination, retaliation, manipulation of assignments, and constructive discharge in violation of Lab. Code § 98.6 and other statutes.

32. A-Team Delivers' violations of the California Labor Code and IWC Wage Order

No. 9-2001 are willful, knowing, and carried out in bad faith, causing substantial damages to Bishop-Matute and the Aggrieved Employees. A-Team Delivers' unlawful policies and practices are uniformly imposed on all non-exempt employees in California, and are ongoing through the present.

PAGA NOTICE REQUIREMENT

33. Bishop-Matute exhausted the notice requirement by filing a notice with the LWDA, as required under the PAGA, as stated in their letter dated September 12, 2025. A true and correct copy of Bishop-Matute's letter is attached hereto as **Exhibit A** and is incorporated herein by reference.

34. As of the filing of this complaint, the LWDA has not provided notice of its intent to investigate the alleged violations, nor has it assumed jurisdiction over the applicable penalty claims alleged. Therefore, Bishop-Matute has exhausted the procedural requirement under PAGA to pursue all civil penalty claims as provided under PAGA.

35. Throughout the relevant time period, A-Team Delivers employed numerous other non-exempt employees in California, who, on information and belief, were subjected to the same unlawful policies and practices described herein. As a direct result of A-Team Delivers's unlawful policies and practices, Bishop-Matute and Aggrieved Employees have suffered harm. They are entitled to recover civil penalties pursuant to Labor Code sections 2698, *et seq.*

COUNT I

PENALTIES PURSUANT TO LABOR CODE § 2699(a)

36. Bishop-Matute incorporates all other paragraphs by reference.

37. Labor Code § 2699(a) provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

38. Labor Code § 203 provides, in relevant part:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

39. Labor Code § 226(a) provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her 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.

40. Labor Code § 226(e)(1) 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.

41. Labor Code § 226.3 provides:

> Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty

> dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

42. Labor Code § 558(a) and (c) provide:

> (a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages…. (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

43. Labor Code § 1174(d) requires every person employing labor in California to, among other things:

> Keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

44. Labor Code § 1174.5 subjects any person who willfully fails to maintain records required by Labor Code § 1174 to a civil penalty of $500.

45. Bishop-Matute and the Aggrieved Employees seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by A-Team Delivers, as alleged in this Complaint, to timely pay all wages owed to Bishop-Matute and the Aggrieved Employees in compliance with Lab. Code §§ 201–204, including final wages, premium wages, overtime wages, double-time wages, and non-

discretionary bonus wages.

46. Bishop-Matute and the Aggrieved Employees seek such penalties as an alternative to penalties available to individual litigants under Lab. Code §§ 203 and 226(e), where applicable, as prayed for herein.

47. Bishop-Matute and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by A-Team Delivers to provide accurate, itemized wage statements in compliance with Lab. Code § 226(a), including omissions of hours worked, applicable rates, gross wages earned, premium wages owed, overtime wages owed, double-time wages owed, and business expense reimbursements.

48. Bishop-Matute and the Aggrieved Employees further seek civil penalties pursuant to Lab. Code § 2699(a) and Lab. Code § 226(f) for each failure by A-Team Delivers to provide timely access to or copies of payroll and wage-statement records, in violation of Lab. Code § 226(b)–(c) and § 1198.5.

49. Bishop-Matute and the Aggrieved Employees also seek civil penalties in the amounts described under Lab. Code § 558, enforceable through Lab. Code § 2699(a), for each pay period in which A-Team Delivers failed to pay Bishop-Matute and the Aggrieved Employees all overtime and/or double-time wages owed, in violation of Lab. Code §§ 510, 1194, and 1198, and IWC Wage Order No. 9-2001.

50. Additionally, Bishop-Matute and the Aggrieved Employees seek civil penalties pursuant to Lab. Code § 2699(a) for A-Team Delivers' failure to maintain and provide access to accurate payroll records as required by Lab. Code §§ 1174 and 1174.5.

51. Pursuant to Lab. Code § 2699.3(a)(1)–(2), Bishop-Matute and the Aggrieved Employees provided the LWDA with written notice of their intention to file this claim on September 12, 2025. More than sixty-five (65) calendar days have passed without notice of intent to investigate from the LWDA.

52. Accordingly, Bishop-Matute and the Aggrieved Employees have satisfied all administrative prerequisites to commence this civil action in compliance with Lab. Code §

2699.3(a).

53. Bishop-Matute and the Aggrieved Employees seek the aforementioned civil penalties on behalf of themselves, the State of California, and all Aggrieved Employees, pursuant to Lab. Code § 2699(g) and (i).

54. A-Team Delivers is liable to Bishop-Matute and the Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint, together with interest thereon as permitted by law.

55. Bishop-Matute and the Aggrieved Employees are also entitled to an award of attorneys' fees and costs pursuant to Lab. Code § 2699(g)(1).

56. Wherefore, Bishop-Matute and the Aggrieved Employees request relief as hereinafter provided.

Count II

Penalties Pursuant to Labor Code § 2699(f)

57. Bishop-Matute incorporates all other paragraphs by reference.

58. Labor Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: … (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

59. Labor Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." All such wages are subject to California's overtime and double time requirements, including those set forth above.

60. Labor Code § 204(a) provides that "[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month[.]"

61. Labor Code § 510(a) provides as follows:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

62. IWC Wage Order 9-2001(3)(A)(1) states that employees:

> …shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than … [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek….

63. Labor Code § 1194(a) provides as follows:

> 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 attorneys' fees, and costs of suit.

64. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate relevant Wage Order(s).

65. To the extent that any violation alleged herein does not carry civil penalties under Lab. Code § 2699(a), Bishop-Matute and the Aggrieved Employees seek default PAGA civil penalties pursuant to Lab. Code § 2699(f) for each pay period in which Bishop-Matute and the Aggrieved Employees were aggrieved, in the amounts established by Lab. Code § 2699(f).

66. Bishop-Matute and the Aggrieved Employees seek civil penalties under Lab. Code § 2699(f) for A-Team Delivers' violations of Lab. Code §§ 98.6 (retaliation), 204 (failure to timely

pay wages), 2802 (failure to reimburse business expenses), 226(b)–(c) (failure to provide payroll records), 1198.5 (failure to provide personnel file), and all other violations alleged herein for which no independent penalty provision exists under the Labor Code or IWC Wage Order No. 9-2001.

67. Pursuant to Lab. Code § 2699.3(a)(1)–(2), Bishop-Matute and the Aggrieved Employees provided the LWDA with written PAGA Notice of their intention to pursue civil penalties on September 12, 2025. More than sixty-five (65) calendar days have passed without notice from the LWDA of an intent to investigate. Thus, Bishop-Matute and the Aggrieved Employees have satisfied all administrative prerequisites required to commence this civil action under Lab. Code § 2699.3(a).

68. Bishop-Matute and the Aggrieved Employees seek the aforementioned penalties on behalf of themselves, the State of California, and all Aggrieved Employees, pursuant to Lab. Code § 2699(g) and (i).

69. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation of a Labor Code provision that does not independently provide for a civil penalty, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation, where the employer employs one or more employees at the time of the violation.

70. A-Team Delivers is liable to the State of California, Bishop-Matute and the Aggrieved Employees for all applicable civil penalties alleged herein.

71. Bishop-Matute and the Aggrieved Employees are also entitled to an award of attorneys' fees and costs pursuant to Lab. Code § 2699(g)(1).

72. Wherefore, Bishop-Matute and the Aggrieved Employees request relief as hereinafter provided.

Relief Requested

WHEREFORE, Bishop-Matute, on behalf of the State of California and the Aggrieved Employees, requests the following relief:

a. A declaratory judgment that Defendants' conduct violated the Labor Code as alleged herein;

b. An order awarding civil penalties against Defendants to the fullest extent provided for by PAGA;

c. An award of attorneys' fees, costs, and expenses as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;

d. Pre- and post-judgment interest on any amounts awarded at the highest applicable rate allowed by law; and

e. Such other and further relief as this Court deems just and proper.

Dated: November 19, 2025

Laurel Employment Law APC

Joshua I. White, Esq.
Mae-Elaine Q. Delos Santos, Esq.
Attorneys for Bishop-Matute, on Behalf of the State of California and Aggrieved Employees

EXHIBIT A

Michiko Vartarian, Esq.
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LAUREL
EMPLOYMENT LAW

September 12, 2025

NOTICE VIA ONLINE SUBMISSION

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

A-Team Delivers, LLC
c/o Registered Agent: Steve Ford
9999 Maya Linda Road, Apt. 70
San Diego, California 92126

Re:	**Private Attorneys General Act of 2004 ("PAGA") Notice**
Employee(s):	**Shaylen Bishop-Matute**
Employer:	**A-Team Delivers, LLC and Does 1-10**

Dear PAGA Administrator:

Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq*., Shaylen Bishop-Matute ("Mr. Bishop-Matute" or "Claimant") intends to bring a civil action against A-Team Delivers, LLC ("A-Team Delivers" or "the Employer"), individually and on behalf of all other Aggrieved Employees. This letter serves as Claimant's written notice pursuant to Labor Code § 2699.3(a)(1), providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. The information contained herein is based on the currently available information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of himself and all other Aggrieved Employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Notice is being sent to the Employer by certified mail at the address above.

Identity of “Employees”

Claimant intends to pursue PAGA civil penalties on his own behalf and on behalf of other current and former employees of the entities/individual referenced below who performed non-exempt work for said entities/individual and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during one (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. The said employees are collectively referred to hereinafter as "Aggrieved Employees." The names of Aggrieved Employees (other than Claimant) are contained within Employer’s personnel and business records.

Identity and Capacity of Employers/Joint Employers

Claimant intends to pursue a PAGA action against the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Claimant will seek to hold all owners, directors, officers, and managing agents of the Employer, personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein. There exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities is, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimant will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

<u>Violations/Supporting Facts and Theories</u>

At all times herein, the Employer is a third-party logistics and delivery services provider company doing business in San Bernardino County, California. The Employer provides delivery of packages services on behalf of Amazon and other companies. The Employer operates within the State of California and has employed/jointly employed Employees (including Claimant) to perform work and services in furtherance of its business and joint enterprise interests.

Claimant worked for the Employer from June 2022 until approximately January 2025, as a Delivery Driver. During Claimant's employment, Claimant was required to perform off-the-clock work, was not compensated for additional non-driving duties, and was subject to underpayment due to manipulated route and pay calculations. Moreover, when Claimant earned non-discretionary bonuses during workweeks in which he worked over 8 hours in a day and/or over 40 hours in a week, Employers did not properly include all such bonuses into Claimant's regular rate of pay.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimant and other Aggrieved Employees to policies and practices that caused the violations of the Labor Code as described herein. Claimant now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order, including civil penalties pursuant to Labor Code § 558(a). Claimant's claims are set forth in further detail below.

For reasons set forth herein, Claimant alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt Aggrieved Employees of Employer:

1. Retaliation for Exercising Labor Code Rights (Lab. Code § 98.6);
2. Unlawful Withholding or Deductions (Lab. Code §§ 221–223);
3. Failure to Timely Pay Wages When Due (Lab. Code § 204);
4. Failure to Pay Wages Following Separation of Employment (Lab. Code §§ 201, 201.3, 202, 203, and 204);
5. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1194.5);
6. Exceeding the Maximum Work Hours (Lab. Code § 1198);
7. Failure to Reimburse Business Expenses (Lab. Code § 2802);
8. Failure to Maintain Payroll Records (Lab. Code §§ 1174);
9. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); and
10. Failure to Provide Payroll Records Upon Request (Lab. Code § 226(b)(c))

The violations of the Employer, thus, include the following:

Retaliation for Exercising Labor Code Rights (Lab. Code § 98.6)

Labor Code § 98.6 imposes a non-waivable duty that prohibits the Employer from discharging, retaliating against, or otherwise taking adverse action against any employee or applicant because that person exercised or attempted to exercise rights protected by the Labor Code. This obligation includes, but is not limited to, reporting wage violations, filing claims or complaints, and participating in investigations or proceedings as regulated by Labor Code § 98.6. Claimant brings this Cause of Action solely for civil penalties under Labor Code § 2699(a) on a representative basis and has complied with all prefiling requirements in Labor Code § 2699.3.

Claimant notified the Employer of concerns about discrimination, harassment, and workplace treatment, and requested scheduling accommodations related to his education. After Claimant raised these concerns, Employer took adverse actions by assigning him more difficult delivery routes, removing earned bonuses, and deleting his attempts to communicate about these issues in the company's messaging system. The Employer's management knowingly coordinated to push the Claimant out of his position by refusing accommodations, manipulating assignments, and ultimately terminating his employment in retaliation for his protected complaints and requests, affecting the Claimant and other Aggrieved Employees.

The applicable PAGA civil penalty for this Cause of Action is expressly established in Labor Code § 98.6, which authorizes a penalty of up to $10,000.00 per employee for each discrete retaliatory act. This penalty is recoverable under Labor Code § 2699(a).

The Employer and any joint employers or agents set, knew of, controlled, or failed to correct the policies and practices that resulted in adverse action against employees for engaging in conduct protected by Labor Code § 98.6. This Cause of Action proceeds on a representative basis for civil penalties only and does not seek unpaid wages, waiting-time penalties, or damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Unlawful Withholding or Deductions (Lab. Code §§ 221–223)

Labor Code §§ 221, 222, and 223, as well as the applicable IWC Wage Order(s), impose a non-waivable duty on the Employer to refrain from making unlawful deductions or withholdings from earned wages, recouping wages previously paid, or requiring employees to accept a lower wage than the rate lawfully set or contracted for. This obligation prohibits any policy, practice, or scheme by which the Employer withholds, rebates, or deducts from employee compensation in a manner not specifically authorized by statute or written agreement, as regulated by Labor Code §§ 221–223. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps in Labor Code § 2699.3.

The Employer knowingly withheld portions of Claimant's earned compensation by manipulating bonus criteria and making unauthorized deductions from his pay. Claimant completed required deliveries but was denied promised bonuses and proper pay for all hours worked, with the Employer creating routes or performance standards that made it impossible to qualify for additional earnings. These deductions and pay shortfalls were not authorized by any agreement and were applied against Claimant and other Aggrieved Employees as part of the Employer's standard pay practices.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay Wages When Due (Lab. Code § 204)

Labor Code § 204 imposes a non-waivable duty on the Employer to pay all earned wages, including commissions and incentive compensation, no less frequently than semimonthly or on other lawfully designated paydays, as established by the statute and any applicable IWC Wage Order. This requirement ensures employees receive timely payment for all hours worked in compliance with statutory deadlines and wage orders. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps in Labor Code § 2699.3.

Claimant and other Aggrieved Employees did not receive timely payment for all hours worked because the Employer regularly delayed or withheld wages by failing to pay bonuses and other earned amounts on regular paydays. The Employer intentionally structured route assignments and pay systems to ensure certain earnings were withheld or delayed, and Claimant experienced unexplained differences in pay for similar hours and work, demonstrating a practice of not providing timely full payment.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Pay Overtime Wages (Lab. Code § 510, 1194, 1194.5); Exceeding Maximum Hours (Lab. Code § 1198)

Labor Code § 1198 provides that "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and standard condition of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 510 maintains that any work in excess of 8 hours in one workday and/or any work in excess of 40 hours in any one workweek (and the first 8 hours worked on the seventh day of work in any one workweek) shall be compensated "at the rate of no less than one and one-half times the regular rate of pay for an employee." The regular rate of pay is calculated based on all remuneration paid in a given week divided by the total hours worked in that week.

Employer failed to incorporate all categories of compensation into Mr. Bishop-Matute's and the other Aggrieved Employees' regular rates of pay, including remuneration such as non-discretionary bonuses. As a result, Employer failed to pay Claimant and the other Aggrieved Employees all overtime wages owed at the correct overtime rates of pay. Further, Employer required Claimant and the other Aggrieved Employees to perform compensable work while off-the-clock, a substantial portion of which occurred on workdays of more than 8 total hours and/or workweeks of more than 40 total hours. Such off-the-clock work therefore constitutes unpaid overtime wages.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Failure to Reimburse Business Expenses (Lab. Code § 2802)

Labor Code § 2802 and the applicable IWC Wage Order impose a non-waivable duty on the Employer to reimburse employees for all necessary expenditures or losses incurred in direct consequence of performing their job duties or obeying Employer directions. This duty prohibits any policy or practice that shifts the cost of business-related expenses to employees or denies reimbursement for tools, equipment, mileage, supplies, or other job-required outlays. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps in Labor Code § 2699.3.

The Employer failed to reimburse Claimant and other Aggrieved Employees for necessary business expenses incurred in performing delivery work, such as costs related to work equipment, cell phone use, or travel requirements. Claimant was required to bear these expenses as part of his employment and was not provided with adequate reimbursement, despite the Employer having knowledge of these business-related costs and expecting Claimant to cover them out-of-pocket.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Pay All Wages Upon Separation of Employment (Lab. Code §§ 201, 201.3, 202, 203, and 204)

Labor Code §§ 201-204 require employers to pay all earned wages, including premium pay for non-compliant meal periods, to their employees who leave their employment, within specific periods of time depending on if the separation of employment was voluntary or involuntary. As a result of Employer's failure to pay all wages owed during Claimant's and the Aggrieved

Employees' employment, including all premium pay owed, Employer necessarily failed to pay all wages owed when Claimant ended his employment. Employer likewise failed to pay all wages owed when other Aggrieved Employees left their employment.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)

Labor Code § 1174 and Labor Code § 1174.5, as well as the applicable IWC Wage Order(s), impose a non-waivable duty on the Employer to accurately keep, maintain, and preserve complete payroll records showing hours worked, wages paid, and other required data for each employee for a period of at least three years. This duty includes ensuring that such records are available for inspection and copying by employees and state officials upon request. Any policy or practice that causes records to be missing, incomplete, inaccurate, or not produced as required constitutes a violation. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps set forth in Labor Code § 2699.3.

The Employer failed to properly maintain accurate and complete payroll records for Claimant and other Aggrieved Employees, as shown by unexplained variations in pay, missing documentation of bonus criteria, and the Employer's deletion or loss of electronic communications and posts relating to hours, assignments, and pay. The Employer's recordkeeping practices made it impossible for Claimant and Aggrieved Employees to verify that they received all compensation owed.

The PAGA civil penalty framework for this Cause of Action is expressly established in Labor Code § 1174.5, which authorizes a civil penalty of $500.00 for each willful failure to maintain or permit inspection of required payroll records.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))

Labor Code § 226(a) and the applicable IWC Wage Order impose a non-waivable duty on the Employer to furnish each employee with accurate, itemized wage statements that set forth all required information, including hours worked, wages earned, pay periods, deductions, and employer identification details. The Employer must not adopt any policy or practice that results in missing, incomplete, or inaccurate wage statements, or otherwise frustrates employees' ability to verify and understand their compensation. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

The Employer issued wage statements to Claimant and Aggrieved Employees that were missing required details, including accurate hours worked, rates of pay, or a clear breakdown of bonuses and deductions. Claimant's wage statements did not match the actual pay he received, preventing him from understanding or verifying his compensation and hindering Aggrieved Employees from detecting underpayments.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Payroll Records Upon Request (Lab. Code § 226(b)(c))

Labor Code § 226(b) and Labor Code § 226(c), as well as the applicable IWC Wage Order, impose a non-waivable duty on the Employer to permit employees to inspect or copy their wage statements upon request within the statutory timeframes. This obligation requires the Employer to maintain a process for responding to such requests promptly. It prohibits any policy or practice that results in the delay or denial of access to these records, as regulated by Labor Code § 226(b) and Labor Code § 226(c). Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling requirements in Labor Code § 2699.3.

Claimant and Aggrieved Employees made requests to inspect or obtain wage-statement records, but the Employer failed to provide these documents within the required timeframe, or at all. Claimant's efforts to access records through the Employer's electronic systems were blocked, deleted, or ignored, and he was unable to confirm his pay or pursue corrections because the Employer did not comply with its obligation to provide these records upon request.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys' Fees, Costs, Interest, and Penalties

Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq*., give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code § 2699(m), Aggrieved Employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employers are liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs, and attorney's fees and will continue to incur costs because of the Employer's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please notify our offices as soon as possible, as prompt administrative action will enable the unlawful identified practices to be rectified in a timely manner. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code §§ 2698, *et seq*. (PAGA), Claimant reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

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