

Case Management Conference
2026-08-26 8:45AM in 10B

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Attorneys for Plaintiff,
JESUS GUZMAN TORRES on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

JESUS GUZMAN TORRES, an individual, on) Case No.: STK-CV-UOE-2026-0001437
behalf of himself, all aggrieved employees, and)
the State of California as a Private Attorneys)
General,)

Plaintiff,

vs.

**REPRESENTATIVE ACTION
COMPLAINT**

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

THREE G'S, INC., a California Corporation;
PRISM LOGISTICS LLC, a California
Limited Liability Company, and DOES 1-50,
inclusive,

Defendant.

1 Plaintiff JESUS GUZMAN TORRES brings this PAGA representative action complaint
2 on behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys
3 General, and alleges as follows:

4 NATURE OF THE ACTION

5 1. Plaintiff JESUS GUZMAN TORRES worked as an employee for Defendants Three G's
6 Inc., Prism Logistics LLC, and Does 1-50 (collectively "Defendants"). Defendants Prism Logistics
7 LLC operates a food and beverage packaging and distribution business. Three G's, Inc. is a co-
8 employer of Plaintiff and the aggrieved employees. Plaintiff JESUS GUZMAN TORRES began
9 working for Defendants on or around June 10, 2019, as a Forklift Driver, and remained employed
10 during the statutory period. Plaintiff brings this action pursuant to the Private Attorneys General
11 Act of 2004 ("PAGA"), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and
12 former hourly, nonexempt employees of Defendant within one year of serving notice on the
13 LWDA to the present are aggrieved employees.

14 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
15 willful and intentional employment practices and policies. Plaintiff brings this representative
16 action on behalf of himself, all other similarly situated aggrieved employees, and the State of
17 California, based upon the claims articulated below. Plaintiff provided notice of his claims
18 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA") as
19 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
20 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
21 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
22 penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.*

23 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
24 worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3)
25 failing to pay minimum wage; (4) failing to pay all wages due upon termination; (5) failing to
26 permit compliant meal breaks; (6) failing to provide rest breaks; (7) failure to reimburse for
27 required business expenses; (8) failing to provide accurate itemized wage statements; and (9)
28 failure to produce personnel records. Defendant is therefore liable for civil penalties under the Cal.

1 Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as
2 described more fully herein.

3 **THE PARTIES**

4 4. Plaintiff JESUS GUZMAN TORRES is a resident of the State of California and is a
5 former employee of Defendant.

6 5. Defendant Three G’s Inc. is a California corporation authorized to do business and doing
7 business in California with the capacity to sue and to be sued, and doing business, in the county of
8 San Joaquin, State of California.

9 6. Defendant Prism Logistics, LLC is a California Limited Liability Company authorized
10 to do business and doing business in California with the capacity to sue and to be sued, and doing
11 business, in the County of San Joaquin, State of California.

12 7. Plaintiff is unaware of the true names, capacities, relationships, and extent of
13 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
14 informed and believes and thereon alleges that said Defendant is legally responsible for the
15 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
16 will amend this complaint when their true names and capabilities are ascertained.

17 8. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
18 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
19 of the representative class, and exercised control over their wages, hours, and working conditions.
20 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
21 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
22 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
23 to the other Defendants.

24 **JURISDICTION AND VENUE**

25 9. Venue is proper in this judicial district because Defendant conducts business in this
26 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
27 in this case that arose in this county.
28

1 10. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
2 the Superior Court and will be established according to proof at trial. Based on information,
3 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
4 monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars
5 (\$35,000).

6 11. The California Superior Court has jurisdiction in this matter because Plaintiff is a
7 resident of California and Defendant is qualified to do business in California and regularly conduct
8 business in California. Further, there is no federal question at issue as the claims herein are based
9 solely on California law.

10 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

11 12. During the relevant time-period, Defendant committed various violations of the
12 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
13 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

14 13. This representative action represents over fifty current and former aggrieved
15 employees.

16 14. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
17 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
18 numerous Labor Code sections, as set forth more fully below.

19 15. Plaintiff and all current and former hourly, nonexempt employees in California within
20 one year of filing this action to the present are aggrieved employees within the meaning of Labor
21 Code 2699, *et seq.* (See Labor code §2699(c).)

22 16. Plaintiff was personally subjected to and observed the unlawful wage and hour
23 practices complained of herein. For example, Plaintiff was required to work off the clock, work
24 through meal and rest periods without compensation, received pay stubs that failed to accurately
25 reflect his hours and premium wages, and was not paid final wages upon separation. These
26 violations occurred pursuant to uniform policies implemented by Defendant across its workforce.

27 17. Defendant, and each of them, have committed the following violations of the California
28 Labor Code:

1 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

2 (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
3 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

4 18. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporates said paragraphs herein by reference.

6 19. The Wage Orders define “hours worked” as “the time during which an employee is
7 subject to the control of an employer, and including all the time the employee is suffered or
8 permitted to work, whether or not required to do so.” Defendant has been engaged in many
9 unlawful employment practices which resulted in underpayment for hours worked each pay period,
10 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
11 the required minimum wage for all hours worked, and failed to pay overtime, sick pay, premium
12 wages, and vacation wages at the correct regular rate of pay.

13 20. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
14 off the clock and were routinely subjected to periods wherein they were under the Defendant’s
15 control but not compensated for their time. For example, Plaintiff’s manager told him he would
16 receive preferential treatment if he clocked in before his shift start time.

17 21. Plaintiff and aggrieved employees have been employed under conditions prohibited by
18 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
19 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

20 **Failure to Pay All Wages Owed Twice Per Month**

21 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

22 22. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporates said paragraphs herein by reference.

24 23. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
25 twice during each calendar month pursuant to Labor Code §204(a).

26 24. Defendant failed to pay all wages earned to employees as a result of the unlawful
27 employment policies and practices discussed herein. As a result of these practices, employees were
28

underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

25. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

26. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

27. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

28. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a result of Defendant's practices described above. Based on Defendant's unlawful conduct described herein, and because Plaintiff and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Labor Code §§ 201, 202, 203, 227.3 and 2698 *et seq.*)

29. An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated.

30. Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

1 31. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
2 days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties
3 pursuant to Cal. Lab. Code § 2698 *et. seq.*

4 **Failure to Permit Compliant Meal Periods**

5 (Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

6 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
7 incorporates said paragraphs herein by reference.

8 33. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
9 period of more than five hours per day without providing the employee with a meal period of not
10 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
11 to work during any meal... period mandated by an applicable order of the Industrial Welfare
12 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
13 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
14 duty’ meal period and counted as time worked.”

15 34. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
16 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
17 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or aggrieved employees for
18 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
19 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
20 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
21 Cal. Labor Code §558 and §2698 *et. seq.*

22 35. Plaintiff and fellow aggrieved employees frequently missed first and second meal
23 periods. When meal periods were provided, they were often late, short, and/or interrupted. For
24 example, on days Plaintiff started his shift at 5:30 am, meal breaks were often not permitted until
25 well after 10:30 am. When meal breaks were delayed, Defendant would require employees to sign
26 meal waivers, however these waivers were only available in English despite many aggrieved
27 employees being Spanish speaking only.
28

1 36. Meal breaks were routinely interrupted by work-related tasks. Plaintiff and aggrieved
2 employees were told that if their mela period was interrupted, they could take an additional 10
3 minutes to make up for the interruption, but that time would be unpaid. Plaintiff and aggrieved
4 employees were hesitant to voice their concerns due to fear of adverse consequences, since
5 Defendant had a practice of reassigning employees to less desirable positions, such as pallet
6 picking, a form of retaliation.

7 **Failure to Provide Rest Breaks**

8 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

9 37. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
10 incorporates said paragraphs herein by reference.

11 38. Defendant failed to maintain a compliant rest period policy and practice that provides
12 its employees with off-duty rest periods as required by California law.

13 39. Plaintiff reports that employees frequently missed rest periods as a result of
14 Defendant's staffing and business practices, and that rest breaks were not scheduled into daily
15 shifts.

16 40. The rest period requirement obligates employers to permit and authorize employees to
17 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
18 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
19 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's
20 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
21 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
22 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
23 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
24 pay at the employee's regular rate of compensation for each work day that the rest period is not
25 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
26 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
27 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
28 rest area and cannot include time it takes to get to and from the rest area). The employer must show

1 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
2 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
3 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
4 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
5 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

6 41. Defendant did not authorize or permit all of its hourly employees to take at least a ten
7 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
8 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
9 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
10 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
11 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

12 42. Plaintiff and fellow aggrieved employees’ rest breaks were interrupted daily or cut
13 short due to the press of work. For example, Plaintiff’s rest breaks were frequently interrupted by
14 his supervisor.

15 **Failure to Reimburse for Required Business Expenses**

16 (Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

17 43. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
18 incorporates said paragraphs herein by reference.

19 44. Labor Code §2802 requires employers to indemnify employees for necessary
20 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
21 Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

22 45. Plaintiff and aggrieved employees are required to use their personal cell phones for
23 work related communications, although Defendants did not reimburse them in any way for the
24 expense of their personal cell phone use as required by the Labor Code.

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1 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
2 **Requirements**

3 (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

4 46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporates said paragraphs herein by reference.

6 47. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
7 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
8 and keep accurate records as required by §1174(d).

9 48. The statements provided to Plaintiff and aggrieved employees, and the records
10 maintained by Defendant, have not accurately reflected actual gross wages earned, including pay
11 for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay
12 at the correct rate, and pay for meal and rest period premium wages.

13 49. §226 (a) requires:

14 A. An employer, semimonthly or at the time of each payment of wages,
15 shall furnish to his or her employee, either as a detachable part of the check,
16 draft, or voucher paying the employee's wages, or separately if wages are paid
17 by personal check or cash, an accurate itemized statement in writing showing
18 (1) gross wages earned, (2) total hours worked by the employee, except as
19 provided in subdivision (j), (3) the number of piece-rate units earned and any
20 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
21 deductions, provided that all deductions made on written orders of the employee
22 may be aggregated and shown as one item, (5) net wages earned, (6) the
23 inclusive dates of the period for which the employee is paid, (7) the name of the
24 employee and only the last four digits of his or her social security number or an
25 employee identification number other than a social security number, (8) the
26 name and address of the legal entity that is the employer and, if the employer is
27 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
28 and address of the legal entity that secured the services of the employer, and (9)

1 all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate by the employee...

3 50. Such failures called injury to Plaintiff and others, by, among other things, impeding
4 them from knowing the true and legal name of their employer, the total hours worked, and the
5 amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed
6 to accurately itemize the gross wages earned, net wages earned, and total hours worked.

7 51. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

8 52. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
9 employees to sign employment-related contracts and documents that contained unlawful terms of
10 employment, including invalid meal period waivers resulting from a noncompliant meal period
11 policy and/or practice.

12 **Failure to Produce Personnel Records**

13 (Cal. Labor Code §§ 226, 432, 1109.5, 2698 *et seq.*)

14 53. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporates said paragraphs herein by reference.

16 54. In addition to their right to time and pay records, employees, and their representatives,
17 have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section
18 1198.5. This statute applies to both former and current employees. Labor Code section 432 further
19 specifies that employers must furnish copies of all employment records bearing the employee's
20 signature.

21 55. Labor Code section 1198.5 also requires that the file be made available for inspection
22 or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date
23 the employer receives a written request." An employer's failure to comply within this timeframe
24 likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750)
25 penalty from the employer. Lab. Code section 1198.5(k).

26 56. Defendants failed to timely produce or make available or former employees' personnel
27 records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432,
28

1 and/or the applicable Wage Order. Moreover, Defendants continues to fail to produce Plaintiff's
2 records, and the records of other aggrieved employees upon request, as required.

3 57. Plaintiff made three written requests for his personnel records but received no response
4 from Defendants.

5 58. These violations subject Defendants to penalties under Labor Code sections 226,
6 1198.5, and 2698.

7 **FIRST CAUSE OF ACTION**

8 **Against Defendant for Violation of the Private Attorneys General Act ("PAGA")**

9 **(California Labor Code §2698 *et seq.*)**

10 59. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
11 incorporates said paragraphs herein by reference.

12 60. Plaintiff is an "aggrieved employee" under PAGA, as he was employed by Defendant
13 during the applicable statutory period and suffered one or more of the Labor Code violations set
14 forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and
15 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
16 attorneys' fees and costs.

17 61. Plaintiff seeks to recover the PAGA civil penalties through a representative action
18 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
19 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

20 62. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
21 Code provisions:

- 22 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
23 Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
24 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders);
- 25 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
26 2698 *et seq.*);
- 27 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
28 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);

- d. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201, 202, 203, 227.3 and 2698 et seq.)
- e. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order);
- f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders);
- g. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198, 2802, 2698 et seq.);
- h. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*);
- i. Failure to Produce Personnel Records (Cal. Labor Code §§ 226, 432, 1109.5, 2698 et seq)

63. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

64. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

65. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

66. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged

herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

67. At the time of each violation, Defendant employed one or more employees.

68. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

69. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;

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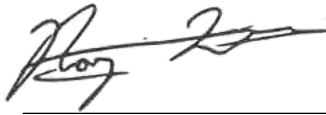
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- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
3

4 DATED: February 26, 2026

KOUL LAW FIRM, APC

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8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff JESUS GUZMAN TORRES,
and all aggrieved employees
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EXHIBIT A



Nazo@Koullaw.com

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GLENDALE, CA 91205

www.koullaw.com

December 18, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Three G's, Inc.
160 S. Old Springs Road, Suite 290
Anaheim, CA 95307

Prism Logistics LLC
120 Silver Cloud Place
Danville, CA 94526

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Jesus Guzman Torres

Employer: Three G's, Inc.; Prism Logistics LLC

Dear Sir or Madam:

Jesus Guzman Torres ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employers, Three G's, Inc. and Prism Logistics LLC (hereafter "Employer").

Employer Prism Logistics LLC operates a food and beverage packaging and distribution business. Employer Three G's, Inc. is a co-employer of Claimant and aggrieved employees. Claimant began working for Employer on June 10, 2019 as a forklift driver at Employer's Stockton location. Claimant works as an hourly, nonexempt employee earning approximately \$18.82 an hour.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or

permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. Aggrieved employees would arrive early and start working off-the-clock before clocking in. This practice was encouraged and rewarded by management. For example, Claimant’s manager told him he would receive preferential treatment if he clocked in before his shift start time.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 et seq.)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to

Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Claimant and Claimant's coworkers frequently missed first and second meal periods. When meal periods were provided, they were often late, short, and/or interrupted. For example, on days Claimant started his shift at 5:30 am, meal breaks were often not permitted until well after 10:30 am. When meal breaks were delayed, Employer would require employees to sign meal waivers, however these waivers were only available in English despite many aggrieved employees being Spanish speaking only.

Employers violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers presenting in English only, resulting from a noncompliant meal period policy and/or practice.

Meal breaks were routinely interrupted by work-related tasks. Employees were told that if their meal period was interrupted, they could take an additional 10 minutes to make up for the interruption, but that time would be unpaid. Employees were hesitant to voice concerns due to fear of adverse consequences, since Employer had a practice of reassigning employees to less desirable positions, such as pallet picking, as a form of retaliation.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest

breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code.

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Specifically, wage statements failed to accurately identify the legal name of the employer by listing only Three G's, Inc., while omitting Prism Logistics LLC. Wage statements also fail to state the total hours worked.

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if 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 as provided in subdivision (j), (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 only 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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...

Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of

wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Failure to Produce Personnel Records
(Cal. Labor Code §§ 226, 432, 1109.5, 2698 *et seq.*)

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee's signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date the employer receives a written request." An employer's failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Employer failed to timely produce or make available a current or former employee's personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. Moreover, Employer continues to fail to produce Claimant's records, and the records of other aggrieved employees upon request, as required.

Claimant made three written requests for his personnel records but received no response from Employer.

These violations subject Employer to penalties under Labor Code sections 226, 1198.5, and 2698.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant