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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Mariah Mora, DEPUTY

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

CHRISTOPHER PARSON, individually,
and on behalf of other members of the
general public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

STATES LOGISTICS SERVICES, INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2534574

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et seq.;

- (10) Violation of California Business &

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Professions Code §§ 17200, *et seq.*
(Unlawful Business Practices); and
(11) Violation of California Business &
Professions Code §§ 17200, *et seq.* (Unfair
Business Practices)

Jury Trial Demanded

1 Plaintiff Christopher Parson, individually and on behalf of all other members of the
2 public similarly situated, and as an aggrieved employee and on behalf of all aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action do not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this
5 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
6 and occurrences related to this action occurred in this county.

7 8 **THE PARTIES**

9 4. Plaintiff Christopher Parson is a resident of Beaumont, in Riverside County,
10 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
11 approximately December 2024 to July 2025. Plaintiff worked as a Forklift Operator for
12 Defendants at their facility in Fontana, California. During his employment, Plaintiff typically
13 worked eight (8) hours per day or more, and five (5) days or more per week. At the time
14 Plaintiff's employment with Defendants ended, he was compensated approximately \$21.75
15 per hour. Plaintiff's primary job duties included, without limitation, operating a forklift and
16 verifying, loading, and unloading merchandise.

17 5. STATES LOGISTICS SERVICES, INC. was and is, upon information and
18 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
19 employees are engaged throughout this county, the State of California.

20 6. Plaintiff is unaware of the true names or capacities of the Defendants sued
21 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
22 amend the complaint and serve such fictitiously named Defendants once their names and
23 capacities become known.

24 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
25 were the partners, agents, owners, or managers of STATES LOGISTICS SERVICES, INC., at
26 all relevant times.

27 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
28 acts and omissions alleged herein was performed by, or is attributable to, STATES

LOGISTICS SERVICES, INC. and/or DOES 1 through 10 (collectively, “Defendants” or “States Logistics”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

9. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

10. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

11. Defendants are a a third-party logistics provider offering integrated warehousing, transportation, and contract packaging solutions, with at least 10 facilities in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Buena Park, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

12. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

1 13. Upon information and belief, Defendants maintain a centralized Payroll
2 department at their company headquarters in Buena Park, California, which processes payroll
3 for all non-exempt, hourly paid employees working for Defendants at their various locations
4 in California, including Plaintiff and class members. Based upon information and belief,
5 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
6 employees in California, irrespective of their work locations. Upon information and belief,
7 Defendants process payroll for departing employees in the same manner throughout the State
8 of California, regardless of the manner in which each employee's employment ends.

9 14. Defendants continue to employ non-exempt or hourly paid employees in
10 California.

11 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
13 and advisors knowledgeable about California labor and wage law, employment and personnel
14 practices, and about the requirements of California law.

15 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
16 members were not paid for all hours worked because all hours worked were not recorded.

17 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to receive certain wages for
19 overtime compensation and that they were not receiving certain wages for overtime
20 compensation.

21 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive at least minimum
23 wages for compensation and that they were not receiving at least minimum wages for work
24 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
25 and class members were not paid at least minimum wages for work done off-the-clock.

26 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to meal periods in
28 accordance with the California Labor Code and applicable IWC Wage Order or payment of

one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiff and class members were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and class members were not provided complete and accurate wage statements.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

1 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to timely payment of wages
3 during their employment. In violation of the California Labor Code, Plaintiff and class
4 members did not receive payment of all wages, including, but not limited to, overtime wages,
5 minimum wages, and/or meal and rest period premiums, within permissible time periods.

6 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to receive full
8 reimbursement for all business-related expenses and costs they incurred during the course and
9 scope of their employment and that they did not receive full reimbursement of applicable
10 business-related expenses and costs incurred.

11 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants knew or should have known that Defendants had a duty to provide
13 Plaintiff and class members with written notice of the material terms of their employment with
14 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

15 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, that Defendants knew or should have known that they had a duty to provide
17 Plaintiff and class members with safety devices and safeguards to protect their life, health, and
18 safety in the workplace, but failed to do so.

19 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew or should have known that they had a duty to compensate
21 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
22 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
23 falsely represented to Plaintiff and class members that they were properly denied wages, all in
24 order to increase Defendants' profits.

25 **PAGA REPRESENTATIVE ALLEGATIONS**

26 29. At all times herein set forth, PAGA provides that any provision of law under
27 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
28 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for

1 violations of the California Labor Code and applicable IWC Wage Order may, as an
2 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
3 themselves and other current or former employees pursuant to procedures outlined in
4 California Labor Code section 2699.3.

5 30. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
6 “any person who was employed by the alleged violator and personally suffered each of the
7 violations alleged.”

8 31. Plaintiff and other current and former employees of Defendants are “aggrieved
9 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
10 current or former employees and each of the alleged violations were committed against them.

11 32. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
12 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
13 following requirements have been met:

- 14 (a) The aggrieved employee or representative shall give written notice by
15 online filing with the LWDA and by certified mail to the employer of
16 the specific provisions of the California Labor Code alleged to have
17 been violated, including the facts and theories to support the alleged
18 violation.
- 19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(a) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75).
- 22 (c) The LWDA shall notify the employer and the aggrieved employee or
23 representative by certified mail that it does not intend to investigate the
24 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
25 the postmark date of the aggrieved employee’s notice. Upon receipt of
26 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
27 (65) calendar days of the postmark date of the aggrieved employee’s
28 notice, the aggrieved employee may commence a civil action pursuant

1 to California Labor Code section 2699 to recover civil penalties.

2 33. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
3 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
4 provision other than those listed in Section 2699.5 after the following requirements have been
5 met:

- 6 (a) The aggrieved employee or representative shall give written notice by
7 online filing with the LWDA and by certified mail to the employer of
8 the specific provisions of the California Labor Code alleged to have
9 been violated (other than those listed in Section 2699.5), including the
10 facts and theories to support the alleged violation.
- 11 (b) An aggrieved employee's notice filed with the LWDA pursuant to
12 2699.3(c) and any employer response to that notice shall be
13 accompanied by a filing fee of seventy-five dollars (\$75).
- 14 (c) The employer may cure the alleged violation within thirty-three (33)
15 calendar days of the postmark date of the notice sent by the aggrieved
16 employee or representative. The employer shall give written notice
17 within that period of time by certified mail to the aggrieved employee or
18 representative and by online filing with the LWDA if the alleged
19 violation is cured, including a description of actions taken, and no civil
20 action pursuant to Section 2699 may commence. If the alleged violation
21 is not cured within the 33-day period, the aggrieved employee may
22 commence a civil action pursuant to Section 2699.

23 34. On December 1, 2025, Plaintiff provided written notice by online filing to the
24 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
25 Code alleged to have been violated, including facts and theories to support the alleged
26 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
27 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
28 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned

1 Plaintiff PAGA Case Number LWDA-CM-1141232-25. On December 2, 2025, Plaintiff filed
2 an amended written notice by online filing to the LWDA and by certified mail to Defendants
3 of the specific provisions of the California Labor Code alleged to have been violated,
4 supplementing and/or clarifying the facts and theories to support the alleged violations set
5 forth in the original LWDA notice, in accordance with California Labor Code section 2699.3.
6 True and correct copies of Plaintiff's written notices to the LWDA and Defendants are
7 attached hereto as "Exhibit 1."

8 35. As of the filing date of this amended complaint, over 65 days have passed since
9 Plaintiff sent the notices described above to the LWDA, and the LWDA has not responded
10 that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

11 36. Thus, Plaintiff has satisfied the administrative prerequisites under California
12 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
13 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),
14 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

15 37. Labor Code section 558(a) provides "[a]ny employer or other person acting on
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
17 provision regulating hours and days of work in any order of the Industrial Welfare
18 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
19 dollars (\$50) for each underpaid employee for each pay period for which the employee was
20 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
21 underpaid employee for each pay period for which the employee was underpaid" Labor
22 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
23 to any other civil or criminal penalty provided by law."

24 38. Defendants, at all times relevant to this complaint, were employers or persons
25 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
26 rights by violating various sections of the California Labor Code as set forth above.

27 39. As set forth below, Defendants have violated numerous provisions of both the
28 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage

Order.

40. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a)-(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

CLASS ACTION ALLEGATIONS

41. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

42. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

43. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, at any time from July 21, 2024, until the date of trial ("Class").

44. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

45. Members of the Class and Subclass are referred to herein as "class members."

46. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

47. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

(a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty

(40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;

(b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;

(c) Whether Defendants failed to provide Plaintiff and class members meal periods;

(d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;

(e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

(f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);

(g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;

(h) Whether Defendants failed to timely pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;

(i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

(j) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;

(k) Whether Defendants failed to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment;

(l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200,

1 *et seq.*; and

- 2 (m) The appropriate amount of damages, restitution, or monetary penalties
3 resulting from Defendants' violations of California law.

4 48. There is a well-defined community of interest in the litigation and the class
5 members are readily ascertainable:

- 6 (a) Numerosity: The class members are so numerous that joinder of all
7 members would be unfeasible and impractical. The membership of the
8 entire class is unknown to Plaintiff at this time; however, the class is
9 estimated to be greater than one hundred (100) individuals and the
10 identity of such membership is readily ascertainable by inspection of
11 Defendants' employment records.
- 12 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
13 protect the interests of each class member with whom he has a well-
14 defined community of interest, and Plaintiff's claims (or defenses, if
15 any) are typical of all class members as demonstrated herein.
- 16 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
17 protect the interests of each class member with whom he has a well-
18 defined community of interest and typicality of claims, as demonstrated
19 herein. Plaintiff acknowledges that he has an obligation to make known
20 to the Court any relationship, conflicts or differences with any class
21 member. Plaintiff's attorneys, the proposed class counsel, are versed in
22 the rules governing class action discovery, certification, and settlement.
23 Plaintiff has incurred, and throughout the duration of this action, will
24 continue to incur costs and attorneys' fees that have been, are, and will
25 be necessarily expended for the prosecution of this action for the
26 substantial benefit of each class member.
- 27 (d) Superiority: The nature of this action makes the use of class action
28 adjudication superior to other methods. A class action will achieve

economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime (Against all Defendants)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

50. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

51. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

52. Specifically, the applicable IWC Wage Order provides that Defendants are and

1 were required to pay Plaintiff and class members working more than eight (8) hours in a day
2 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
3 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
4 workweek.

5 53. The applicable IWC Wage Order further provides that Defendants are and were
6 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
7 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
8 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
9 employee, including nondiscretionary bonuses and incentive pay.

10 54. California Labor Code section 510 codifies the right to overtime compensation
11 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
12 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
13 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
14 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
15 in a day on the seventh (7th) day of work.

16 55. During the relevant time period, Defendants willfully failed to pay all overtime
17 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
18 class members were not paid overtime premiums for all of the hours they worked in excess of
19 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
20 hours in a week, because all hours worked were not recorded.

21 56. During the relevant time period, Defendants had, and continue to have, a
22 company-wide policy and/or practice of requiring Plaintiff and class members to perform
23 work-related tasks off-the-clock before their scheduled shifts and during unpaid meal periods
24 because Defendants failed to provide employees with the necessary badge access to enter the
25 facility and clock in. For example, Defendants did not provide Plaintiff with badge access to
26 the worksite, which routinely forced him to wait approximately five (5) minutes outside the
27 facility before he could be let in by a keyholder to clock in at the start of his scheduled shift,
28 time for which he was not compensated. Similarly, during his unpaid meal periods, Plaintiff

1 was often required to cut his meal periods short and wait for a keyholder or other employee to
2 let him back into the facility so he could clock back in for the remainder of his shift on time.
3 Thus, Defendants failed to track all of the time that employees spent performing work-related
4 tasks before their shifts and during meal periods, and Plaintiff and class members received no
5 compensation for this time.

6 57. Defendants knew or should have known that, as a result of these company-wide
7 practices and/or policies, Plaintiff and class members were performing their assigned duties
8 off-the-clock before their scheduled shifts and during meal periods, and were suffered or
9 permitted to perform work for which they were not paid. Because Plaintiff and class members
10 worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of
11 this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class
12 members were not paid overtime wages for all of the overtime hours they actually worked.

13 58. Defendants' failure to pay Plaintiff and class members the balance of overtime
14 compensation as required by California law, violates the provisions of California Labor Code
15 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
16 members are entitled to recover from Defendants their unpaid overtime compensation, as well
17 as interest, costs, and attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 20 **Minimum Wages** 21 **(Against all Defendants)**

22 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 60. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
25 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
26 to be paid to employees, and the payment of a wage less than the minimum so fixed is
27 unlawful. Compensable work time is defined in Wage Order No. 9-2001 as "the time during
28 which an employee is subject to the control of an employer, and includes all the time the

employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8, § 11090(2)(H) (defining “Hours Worked”).

61. As set forth above, Defendants had, and continue to have, a company-wide policy and/or practice of failing to pay Plaintiff and class members for actual hours worked, such as requiring Plaintiff and class members to wait to be let inside Defendants’ facilities to clock in for their scheduled shifts and when returning early from their meal periods.

62. Defendants did not pay minimum wages for all hours worked by Plaintiff and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

63. Defendants’ failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period Violations (Against all Defendants)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

65. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff’s and class members’ employment by Defendants. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work

1 period per day of the employee is not more than six (6) hours, the meal period may be waived
2 by mutual consent of both the employer and the employee. Under California law, first meal
3 periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53
4 Cal. 4th 1004, 1041-1042 (2012).

5 66. At all relevant times herein set forth, California Labor Code sections 226.7,
6 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
7 meal period mandated by an applicable order of the IWC.

8 67. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
9 the applicable IWC Wage Order also require employers to provide a second meal period of
10 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
11 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
12 hours worked is no more than twelve (12) hours, the second meal period may be waived by
13 mutual consent of the employer and the employee only if the first meal period was not waived.

14 68. First, Defendants maintained a company-wide unlawful written meal period
15 policy insofar as it fails to state the timing of when meal periods must occur. Under
16 California law, first meal periods must start after no more than five hours of work. *Brinker*,
17 53 Cal. 4th at 1041-1042. However, Defendants' written meal period policy only states, in
18 relevant part, that employees are "entitled to take a 30 minute meal period for every work
19 period of more than five hours . . . [and] to take a second 30 minute meal period on any
20 workday in which [an employee] work[s] more than 10 hours." Thus, Defendants' written
21 policy fails to state the correct timing of when the first meal period must take place (i.e.,
22 within the first five (5) hours of work) under California law and is therefore facially invalid.

23 69. Second, during the relevant time period, as set forth above, Defendants failed to
24 provide all employees with the necessary badge access to enter the facility, so Plaintiff and
25 class members were required to return from their meal periods early to allot time to wait for a
26 keyholder or other employee to let them back into the facility, so they could clock back in
27 from their meal periods on time, resulting in their meal periods being cut short.

28 70. Third, Plaintiff and class members worked shifts in excess of ten (10) hours

1 without receiving an uninterrupted second 30-minute meal period. For example, during his
2 employment, Plaintiff sometimes worked shifts in excess of ten (10) or more hours per day,
3 but was not provided a second 30-minute meal period. Plaintiff and class members did not
4 sign valid meal period waivers on days that they were entitled to meal periods and were not
5 relieved of all duties.

6 71. At all times mentioned herein, Defendants knew or should have known that as a
7 result of their policies, Plaintiff and class members were not actually relieved of all duties to
8 take timely, uninterrupted meal periods. Defendants further knew or should have known that
9 they did not pay Plaintiff and class members meal period premiums when meal periods were
10 late, interrupted, shortened, and/or missed.

11 72. Furthermore, Defendants engaged in a company-wide practice and/or policy of
12 not paying meal period premiums owed when compliant meal periods are not provided.
13 Because of this practice and/or policy, Plaintiff and class members have not received premium
14 pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide
15 Plaintiff and class members compliant meal periods in violation of California Labor Code
16 sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

17 73. Defendants' conduct violates the applicable IWC Wage Order, and California
18 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
19 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
20 rate of compensation for each work day that the meal period was not provided.

21 **FOURTH CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 23 **(Against all Defendants)**

24 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 75. At all relevant times herein set forth, the applicable IWC Wage Order and
27 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
28 members' employment by Defendants.

1 76. At all relevant times, the applicable IWC Wage Order provides that “[e]very
2 employer shall authorize and permit all employees to take rest periods, which insofar as
3 practicable shall be in the middle of each work period” and that the “rest period time shall be
4 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
5 hours or major fraction thereof” unless the total daily work time is less than three and one-half
6 (3 ½) hours.

7 77. At all relevant times, California Labor Code section 226.7 provides that no
8 employer shall require an employee to work during any rest period mandated by an applicable
9 order of the California IWC. To comply with its obligation to authorize and permit rest
10 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
11 employer must “relinquish any control over how employees spend their break time, and
12 relieve their employees of all duties—including the obligation that an employee remain on
13 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
14 *Inc.*, 2 Cal. 5th 257, 273 (2016).

15 78. During the relevant time period, Defendants regularly failed to authorize and
16 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
17 period worked or major fraction thereof.

18 79. On information and belief, Defendants maintained and implemented, on a
19 company-wide basis, an on-premises rest period policy, which mandated that Plaintiff and
20 class members remain on the work premises during their rest periods. Because Plaintiff and
21 class members were restricted from leaving the premises during rest periods, they were denied
22 the ability to use their rest periods freely for their own purposes, such as running personal
23 errands. Thus, Defendants effectively maintained control over Plaintiff and class members
24 during rest periods. As a result of Defendants’ practices and policies, Plaintiff and class
25 members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10
26 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.
27 Moreover, Defendants did not have a policy or practice of scheduling third rest periods for
28 employees, so Plaintiff did not receive a third rest period when he worked in excess of ten

1 (10) hours in one day.

2 80. Defendants also have engaged in a company-wide practice and/or policy of not
3 paying rest period premiums owed when compliant rest periods are not authorized and
4 permitted. Because of this practice and/or policy, Plaintiff and class members have not
5 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
6 class members rest periods and failed to pay them rest period premiums due, in violation of
7 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

8 81. Defendants' conduct violates the applicable IWC Wage Order and California
9 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
10 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
11 compensation for each work day that a compliant rest period was not authorized and
12 permitted.

13 **FIFTH CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
15 **Statements and Failure to Maintain Accurate Payroll Records**
16 **(Against all Defendants)**

17 82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
18 and every allegation set forth above.

19 83. At all relevant times herein set forth, California Labor Code section 226(a)
20 provides that every employer shall furnish each of his or her employees an accurate and
21 complete itemized wage statement in writing, including, but not limited to, the name and
22 address of the legal entity that is the employer, the inclusive dates of the pay period, total
23 hours worked, and all applicable rates of pay.

24 84. At all relevant times, Defendants have knowingly and intentionally provided
25 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
26 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
27 that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all
28 applicable hourly rates in effect during the pay period, including rates of pay for overtime

wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

85. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

86. The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

87. California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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” At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing

1 to record the off-the-clock hours that they worked.

2 88. California Labor Code section 1198 provides that the maximum hours of work
3 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
4 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
5 employment of any employees for longer hours than those fixed by the order or under
6 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
7 Wage Order, employers are required to keep accurate time records showing when the
8 employee begins and ends each work period and meal period. During the relevant time
9 period, Defendants engaged in company-wide practices and/or policies of failing to record
10 actual hours worked, and thereby failed to keep accurate records of work period and meal
11 period start and end times for Plaintiff and Subclass members, in violation of section 1198.
12 Also, in light of Defendants’ failure to provide Plaintiff and Subclass members with second
13 30-minute meal periods to which they were entitled, Defendants kept no records of meal start
14 and end times for second meal periods.

15 89. Plaintiff and Subclass members are entitled to recover from Defendants the
16 greater of their actual damages caused by Defendants’ failure to comply with California Labor
17 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
18 employee.

19 **SIXTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 21 **Termination** 22 **(Against all Defendants)**

23 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 91. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
26 that if an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
28 her employment, his or her wages shall become due and payable not later than seventy-two

(72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

92. During the relevant time period, on information and belief, Defendants had a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff voluntarily resigned from his employment with Defendants on or about July 31, 2025. However, Defendants did not provide him with his final pay until August 7, 2025, or later. Thus, Defendants failed to pay Plaintiff his final wages within seventy-two (72) hours of his leaving Defendants' employ, in violation of California Labor Code section 202.

93. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

94. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

95. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

1 96. This cause of action is dependent upon, and wholly derivative of, the overtime
2 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
3 Plaintiff and class members during their employment.

4 97. At all times relevant herein set forth, Labor Code section 204 provides that all
5 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
6 days, inclusive, of any calendar month, other than those wages due upon termination of an
7 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
8 the month during which the labor was performed. Labor Code section 204 further provides
9 that all wages earned by any person in any employment between the sixteenth (16th) and the
10 last day, inclusive, of any calendar month, other than those wages due upon termination of an
11 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
12 month.

13 98. At all times relevant herein, Labor Code section 204 provides that all wages
14 earned for labor in excess of the normal work period shall be paid no later than the payday for
15 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
16 204 provides that the requirements of this section are deemed satisfied by the payment of
17 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
18 seven (7) calendar days following the close of the payroll period.

19 99. During the relevant time period, Defendants willfully failed to pay Plaintiff and
20 class members all wages due including, but not limited to, overtime wages, minimum wages,
21 and/or meal and rest period premiums, within the time periods specified by California Labor
22 Code section 204.

23 100. Defendants' failure to pay Plaintiff and class members all wages due violates
24 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
25 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

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1 **EIGHTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses**
3 **(Against all Defendants)**

4 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 102. At all times herein set forth, California Labor Code section 2802 provides that
7 an employer must reimburse employees for all necessary expenditures and losses incurred by
8 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
9 to prevent employers from passing off their cost of doing business and operating expenses on
10 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
11 (2014). The applicable wage order, IWC Wage Order No. 9-2001, provides that: “[w]hen
12 tools or equipment are required by the employer or are necessary to the performance of a job,
13 such tools and equipment shall be provided and maintained by the employer, except that an
14 employee whose wages are at least two (2) times the minimum wage provided herein may be
15 required to provide and maintain hand tools and equipment customarily required by the trade
16 or craft.”

17 103. During the relevant time period, Defendants required Plaintiff and class
18 members to wear special safety gear such as steel-toed boots and gloves, which they were
19 required to wear while at work and necessary for the performance of their duties. For
20 example, Plaintiff spent approximately \$160 on steel-toed boots and \$6 on gloves, but he was
21 not fully reimbursed for these costs. Thus, Defendants failed to provide or fully reimburse
22 Plaintiff and class members for the steel-toed boots and gloves they required employees to
23 wear during their shifts.

24 104. Defendants could have provided Plaintiff and class members with the actual
25 equipment for use on the job, such as steel-toed boots and gloves. Or, Defendants could have
26 fully reimbursed employees for the costs of their supply and equipment expenses. Instead,
27 Defendants passed these operating costs onto Plaintiff and class members. At all relevant
28 times, Plaintiff did not earn at least two (2) times the minimum wage.

105. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

106. Pursuant to California Labor Code section 2802, Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

108. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, 2810.5, 6401, and 6403.

109. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to

compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;

(c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;

(d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;

(e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

(f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

(g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;

(h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;

(i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein;

(j) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to provide notice of material terms of employment, as set forth below; and

(k) Violation of Labor Code sections 6401 and 6403 for failure to provide Plaintiff and other aggrieved employees with safety devices and safeguards for the workplace, as set forth below.

110. At all relevant times herein, California's Wage Theft Prevention Act was

1 enacted to ensure that employers provide employees with basic information material to their
2 employment relationship at the time of hiring, and to ensure that employees are given written
3 and timely notice of any changes to basic information material to their employment. Codified
4 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
5 time of hiring, an employer must provide written notice to employees containing basic and
6 material payroll information, including, among other things, the rate(s) of pay and basis
7 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
8 including any rates for overtime, the regular payday designated by the employer, and any
9 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
10 Code § 2810.5(a)(1)(A)-(C).

11 111. Defendants failed, on a company-wide basis, to provide written notice to
12 Plaintiff and other aggrieved employees that lists the requisite information set forth in Labor
13 Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members
14 with written notice of basic information regarding their employment with Defendants is in
15 violation of California Labor Code section 2810.5. Plaintiff and other aggrieved employees
16 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
17 and (k).

18 112. At all relevant times herein, California Labor Code section 6401 provides that
19 employers must furnish and use safety devices and safeguards, and adopt and use practices,
20 means, methods, operations, and processes which are reasonably adequate to render the
21 employment and place of employment safe and healthy. California Labor Code Section 6401
22 further provides that an employer must do everything reasonably necessary to protect the life,
23 safety, and health of their employees. California Labor Code section 6403(a) requires that
24 employers provide and use safety devices and safeguards reasonably adequate to render the
25 employment and place of employment safe.

26 113. During the relevant time period, Defendants failed to provide Plaintiff and
27 other aggrieved employees with personal protective equipment, such as steel-toed boots and
28 gloves, to keep them safe in the workplace. Despite the fact that Defendants required Plaintiff

1 and other aggrieved employees to wear certain personal protective equipment, including steel-
2 toed boots and gloves, while engaged in their work-related duties, Defendants failed to
3 provide such reasonably necessary equipment to Plaintiff and other aggrieved employees to
4 keep them safe.

5 114. Defendants' failure to provide Plaintiff and other aggrieved employees with
6 safety devices and safeguards for the workplace violates California Labor Code sections 6401
7 and 6403. Plaintiff and other aggrieved employees are therefore entitled to recover civil
8 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

9 **TENTH CAUSE OF ACTION**

10 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

11 **Unlawful Business Practices**

12 **(Against all Defendants)**

13 115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 116. Defendants are "persons" as defined by California Business & Professions
16 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
17 and/or associations.

18 117. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
19 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
20 suffered injuries in fact and has lost money as a result of Defendants' unlawful business
21 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
22 meaning of Code of Civil Procedure section 1021.5.

23 118. Defendants' activities, as alleged herein, are violations of California law, and
24 constitute unlawful business acts and practices in violation of California Business &
25 Professions Code sections 17200, *et seq.*

26 119. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
28 policies and practices have violated state law in at least the following respects:

- 1 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
2 class members, to work overtime without paying them proper
3 compensation in violation of California Labor Code sections 510 and
4 1198, and the applicable IWC Wage Order, as alleged herein;
- 5 (b) Failing to pay at least minimum wage to Plaintiff and class members in
6 violation of California Labor Code sections 1182.12, 1194, 1197,
7 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
8 herein;
- 9 (c) Failing to provide all meal periods to Plaintiff and class members in
10 violation of California Labor Code sections 226.7, 512(a), 516, and
11 1198, and the applicable IWC Wage Order, as alleged herein;
- 12 (d) Failing to authorize and permit Plaintiff and class members to take all
13 rest periods in violation of California Labor Code sections 226.7, 516,
14 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 15 (e) Failing to provide Plaintiff and class members with accurate wage
16 statements and failing to maintain accurate payroll records in violation
17 of California Labor Code sections 226(a), 1174(d), and 1198, and the
18 applicable IWC Wage Order, as alleged herein;
- 19 (f) Failing timely to pay all earned wages to Plaintiff and class members in
20 violation of California Labor Code sections 204, as alleged herein;
- 21 (g) Failing to reimburse Plaintiff and class members for all business
22 expenses necessarily incurred in violation of California Labor Code
23 section 2802, as alleged herein;
- 24 (h) Failing to provide written notice of information material to Plaintiff's
25 and class members' employment with Defendants in violation of
26 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below;
27 and
- 28 (i) Failing to provide Plaintiff and class members with safety devices and

safeguards, such as personal protective equipment, in violation of California Labor Code sections 6401 and 6403, as set forth below.

120. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

121. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

122. At all relevant times herein, California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety, and health of their employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

123. During the relevant time period, Defendants failed to provide Plaintiff and class members with personal protective equipment, such as steel-toed boots and gloves, to keep

1 them safe in the workplace. Despite the fact that Defendants required Plaintiff and class
2 members to wear certain personal protective equipment, including steel-toed boots and gloves,
3 while engaged in their work-related duties, Defendants failed to provide such reasonably
4 necessary equipment to Plaintiff and class members to keep them safe. Thus, Defendants’
5 failure to provide Plaintiff and class members with safety devices and safeguards for the
6 workplace violates California Labor Code sections 6401 and 6403.

7 124. As a result of the violations of California law herein described, Defendants
8 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
9 have suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged
10 herein.

11 125. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
12 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
13 Defendants during a period that commences four years prior to the filing of the initial
14 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
15 Plaintiff and class members; and an award of attorneys’ fees pursuant to California Code of
16 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

17 **ELEVENTH CAUSE OF ACTION**

18 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

19 **Unfair Business Practices**

20 **(Against all Defendants)**

21 126. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
22 and every allegation set forth above.

23 127. Defendants are “persons” as defined by California Business & Professions
24 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
25 and/or associations.

26 128. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
27 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
28 injuries in fact and has lost money as a result of Defendants’ unfair business practices.

Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

129. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

130. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

131. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment

1 against Defendants, jointly and severally, as follows:

2 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
3 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
4 reserves the right to amend his prayer for relief to seek a different amount.

5 **Class Certification**

6 2. That this case be certified as a class action;

7 3. That Plaintiff be appointed as the representatives of the Class and Subclass;

8 4. That counsel for Plaintiff be appointed as class counsel.

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

10 5. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
12 pay all overtime wages due to Plaintiff and class members;

13 6. For general unpaid wages at overtime wage rates and such general and special
14 damages as may be appropriate;

15 7. For pre-judgment interest on any unpaid overtime compensation commencing
16 from the date such amounts were due, or as otherwise provided by law;

17 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
18 California Labor Code section 1194(a); and

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

21 **As to the Second Cause of Action**

22 10. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
24 Order by willfully failing to pay minimum wages to Plaintiff and class members;

25 11. For general unpaid wages and such general and special damages as may be
26 appropriate;

27 12. For pre-judgment interest on any unpaid compensation from the date such
28 amounts were due, or as otherwise provided by law;

1 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
2 California Labor Code section 1194(a);

3 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

6 **As to the Third Cause of Action**

7 16. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
9 willfully failing to provide all meal periods to Plaintiff and class members;

10 17. That the Court make an award to the Plaintiff and class members of one (1)
11 hour of pay at each employee's regular rate of pay for each workday that a meal period was
12 not provided;

13 18. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 19. For premiums pursuant to California Labor Code section 226.7(c);

16 20. For pre-judgment interest on any unpaid meal period premiums from the date
17 such amounts were due, or as otherwise provided by law;

18 21. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

20 22. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Fourth Cause of Action**

23 23. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
25 failing to authorize and permit Plaintiff and class members to take all rest periods;

26 24. That the Court make an award to the Plaintiff and class members of one (1) hour
27 of pay at each employee's regular rate of pay for each workday that a rest period was not
28 authorized and permitted;

1 25. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 26. For premiums pursuant to California Labor Code section 226.7(c);

4 27. For pre-judgment interest on any unpaid rest period premiums from the date
5 such amounts were due, or as otherwise provided by law;

6 28. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

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

10 **As to the Fifth Cause of Action**

11 30. That the Court declare, adjudge and decree that Defendants violated the
12 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
13 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
14 itemized wage statements thereto;

15 31. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 32. For injunctive relief pursuant to California Labor Code section 226(h);

18 33. For statutory penalties pursuant to California Labor Code section 226(e);

19 34. For attorneys' fees and costs pursuant to California Labor Code section
20 226(e)(1); and

21 35. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Sixth Cause of Action**

24 36. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
26 and/or meal and rest period premiums owed at the time of termination of the employment of
27 Plaintiff and other terminated class members;

28 37. For all actual, consequential and incidental losses and damages, according to

1 proof;

2 38. For waiting time penalties according to proof pursuant to California Labor
3 Code section 203 for all employees who have left Defendants' employ;

4 39. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due, or as otherwise provided by law;

6 40. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

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

10 **As to the Seventh Cause of Action**

11 42. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
13 overtime wages, minimum wages, and/or meal and rest period premiums pay during their
14 employment;

15 43. For all actual, consequential and incidental losses and damages, according to
16 proof;

17 44. For statutory penalties according to proof pursuant to California Labor Code
18 section 210;

19 45. For pre-judgment interest on any unpaid wages from the date such amounts
20 were due, or as otherwise provided by law;

21 46. For attorneys' fees pursuant to California Code of Civil Procedure section
22 1021.5, or as otherwise provided by law; and

23 47. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 **As to the Eighth Cause of Action**

26 48. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
28 related expenses and costs incurred by Plaintiff and class members.

1 49. For unpaid business-related expenses and such general and special damages as
2 may be appropriate;

3 50. For pre-judgment interest on any unpaid business-related expenses from the
4 date such amounts were due, or as otherwise provided by law;

5 51. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 52. For attorneys' fees and costs pursuant to California Labor Code section
8 2802(c), or as otherwise provided by law; and

9 53. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 **As to the Ninth Cause of Action**

12 54. That the Court declare, adjudge and decree that Defendants violated the
13 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
14 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
15 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
16 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
17 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
18 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
19 earned wages upon termination); 204 (by failing to timely pay all earned wages during
20 employment); 2802 (by failing to reimburse business expenses); 2810.5 (by failing to provide
21 notice of material terms of employment); and 6401 and 6403 (by failing to provide safety
22 devices and safeguards);

23 55. For civil penalties pursuant to the California Labor Code, including sections
24 210, 226.3, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor
25 Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
26 1197.1, 1198, 2802, 2810.5, 6401, and 6403;

27 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
28 2699(k) to bring Defendants into compliance with the requirements of California Labor Code

sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403;

57. For attorneys' fees and costs pursuant to California Labor Code sections 1194.5 and/or 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403;

58. For pre-judgment and post-judgment interest as provided by law; and

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

As to the Tenth Cause of Action

60. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, and failing to reimburse Plaintiff and class members for business-related expenses, failing to provide written notice of material terms of employment, and failing to provide safety devices and safeguards, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

61. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

62. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5; and

2 64. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Eleventh Cause of Action**

5 65. That the Court declare, adjudge and decree that Defendants' conduct of denying
6 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
7 an unfair business practice in violation of California Business and Professions Code sections
8 17200, *et seq.*;

9 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
10 from Plaintiff and class members and prejudgment interest from the day such amounts were
11 due and payable;

12 67. For the appointment of a receiver to receive, manage and distribute any and all
13 funds disgorged from Defendants and determined to have been wrongfully acquired by
14 Defendants as a result of violations of California Business & Professions Code sections
15 17200, *et seq.*;

16 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Code of Civil Procedure section 1021.5;

18 69. For pre-judgment and post-judgment interest as provided by law; and

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

21
22 Dated: April 9, 2026

Respectfully submitted,

23 Capstone Law APC

24
25 By: 

26 Orlando Villalba
27 Helga Hakimi

28 Attorneys for Plaintiff Christopher Parson

EXHIBIT “1”



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December 1, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Christopher Parson v. States Logistics Services, Inc.*

Dear PAGA Administrator:

This office represents Christopher Parson in connection with his claims under the California Labor Code. Mr. Parson was an employee of STATES LOGISTICS SERVICES, INC. ("STATES LOGISTICS").

The employer may be contacted directly at the address below:

STATES LOGISTICS SERVICES, INC.
5650 DOLLY AVENUE
BUENA PARK, CA 90621

Mr. Parson intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Parson seeks relief on behalf of himself, the State of California, and other persons who are or were employed by STATES LOGISTICS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

STATES LOGISTICS employed Mr. Parson as an hourly paid, non-exempt employee from approximately December 2024 to July 2025. Mr. Parson worked as a Forklift Operator for STATES LOGISTICS at its facility in Fontana, California. During his employment, Mr. Parson typically worked eight (8) hours or more per day, and five (5) days or more per week. By the end of his employment, Mr. Parson was compensated approximately \$21.75 per hour. His job duties included, without limitation, operating a forklift and verifying, loading, and unloading merchandise.

STATES LOGISTICS committed each of the following Labor Code violations against Mr. Parson, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

STATES LOGISTICS’s Company-Wide and Uniform Payroll and HR Practices

STATES LOGISTICS SERVICES, INC. is a California corporation and third-party logistics provider offering integrated warehousing, transportation, and contract packaging solutions, with at least 10 facilities in California. Upon information and belief, STATES LOGISTICS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Buena Park, California, for all non-exempt, hourly paid employees working for STATES LOGISTICS in California, including Mr. Parson and other aggrieved employees. At all relevant times, STATES LOGISTICS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Parson and other aggrieved employees, regardless of their location or position.

Upon information and belief, STATES LOGISTICS maintains a centralized Payroll department at its corporate headquarters in Buena Park, California, which processes payroll for all non-exempt, hourly paid employees working for STATES LOGISTICS in California, including Mr. Parson and other aggrieved employees. Further, STATES LOGISTICS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Parson and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, STATES LOGISTICS utilized the same methods and formulas when calculating wages due to Mr. Parson and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

STATES LOGISTICS willfully failed to pay all overtime wages owed to Mr. Parson and other aggrieved employees. During the relevant time period, Mr. Parson and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a

¹ These facts, theories, and claims are based on Mr. Parson’s experience and counsel’s review of those records currently available relating to Mr. Parson’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Parson reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, STATES LOGISTICS had, and continues to have, a company-wide policy and/or practice of requiring Mr. Parson and other aggrieved employees to perform work-related tasks off-the-clock before their scheduled shifts and during unpaid meal periods because STATES LOGISTICS failed to provide employees with the necessary badge access to enter the facility and clock in. For example, STATES LOGISTICS did not provide Mr. Parson with badge access to the worksite, which routinely forced him to wait approximately five (5) minutes outside the facility before he could be let in by a keyholder to clock in at the start of his scheduled shift, time for which he was not compensated. Similarly, during his unpaid meal periods, Mr. Parson was often required to cut his meal periods short and wait for a keyholder or other employee to let him back into the facility so he could clock back in for the remainder of his shift on time. Thus, STATES LOGISTICS failed to track all of the time that employees spent performing work-related tasks before their shifts and during meal periods, and Mr. Parson and other aggrieved employees received no compensation for this time.

STATES LOGISTICS knew or should have known that as a result of these company-wide practices and/or policies, Mr. Parson and other aggrieved employees were performing their assigned duties off-the-clock before their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Parson and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Parson and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

STATES LOGISTICS's failure to pay Mr. Parson and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Parson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring STATES LOGISTICS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 9-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11090(2)(H) (defining "Hours Worked").

As set forth above, STATES LOGISTICS had, and continues to have, a company-wide policy and/or practice of failing to pay Mr. Parson and other aggrieved employees for actual hours worked, such as requiring Mr. Parson and other aggrieved employees to wait to be let inside STATES LOGISTICS's facilities to clock in for their scheduled shifts and when returning early from their meal periods.

STATES LOGISTICS did not pay at least minimum wages for all hours worked by Mr. Parson and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime

premium payment, STATES LOGISTICS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, STATES LOGISTICS regularly failed to pay at least minimum wages to Mr. Parson and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Parson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring STATES LOGISTICS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, STATES LOGISTICS maintained a company-wide unlawful written meal period policy insofar as it fails to state the timing of when meal periods must occur. Under California law, first meal periods must start after no more than five hours of work. *Brinker*, 53 Cal. 4th at 1041-1042. However, STATES LOGISTICS's written meal period policy only states, in relevant part, that employees are "entitled to take a 30 minute meal period for every work period of more than five hours . . . [and] to take a second 30 minute meal period on any workday in which [an employee] work[s] more than 10 hours." Thus, STATES LOGISTICS's written policy fails to state the correct timing of when the first meal period must take place (i.e., within the first five (5) hours of work) under California law and is therefore facially invalid.

Second, during the relevant time period, as set forth above, STATES LOGISTICS failed to provide all employees with the necessary badge access to enter the facility, so Mr. Parson and other aggrieved employees were required to return from their meal periods early to allot time to wait for a keyholder or other employee to let them back into the facility, so they could clock back in from their meal periods on time, resulting in their meal periods being cut short.

Third, Mr. Parson and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr.

Parson sometimes worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Parson and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, STATES LOGISTICS knew or should have known that, as a result of these policies, Mr. Parson and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. STATES LOGISTICS further knew or should have known that STATES LOGISTICS did not pay Mr. Parson and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, STATES LOGISTICS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Parson and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, STATES LOGISTICS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Parson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring STATES LOGISTICS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

During the relevant time period, STATES LOGISTICS regularly failed to authorize and permit Mr. Parson and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof.

On information and belief, STATES LOGISTICS maintained and implemented, on a company-wide basis, an on-premises rest period policy, which mandated that Mr. Parson and other aggrieved employees remain on STATES LOGISTICS's premises during their rest periods. Because Mr. Parson and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, STATES LOGISTICS effectively maintained control over Mr. Parson and other aggrieved employees during rest periods. As a result of STATES LOGISTICS's practices and policies, Mr. Parson and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they

were entitled. Moreover, STATES LOGISTICS did not have a policy or practice of scheduling third rest periods for employees, so Mr. Parson did not receive a third rest period when he worked in excess of ten (10) hours in one day.

STATES LOGISTICS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Parson and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, STATES LOGISTICS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Parson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring STATES LOGISTICS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. STATES LOGISTICS has not provided Mr. Parson and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, STATES LOGISTICS has knowingly and intentionally provided Mr. Parson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, STATES LOGISTICS issued uniform wage statements to Mr. Parson and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, STATES LOGISTICS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because STATES LOGISTICS did not accurately record the time Mr. Parson and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), STATES LOGISTICS did not list the correct amount of gross wages and net wages earned by Mr. Parson and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, STATES LOGISTICS failed to accurately list the total number of hours worked by Mr. Parson and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), STATES LOGISTICS willfully failed to maintain accurate payroll records for Mr. Parson and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, STATES LOGISTICS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Parson and other aggrieved employees, in violation of section 1198. Also, in light of STATES LOGISTICS’s failure to provide Mr. Parson and other aggrieved employees with second 30-minute meal periods to which they were entitled, STATES LOGISTICS kept no records of meal start and end times for second meal periods.

Because STATES LOGISTICS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Parson and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Parson and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Parson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring STATES LOGISTICS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, STATES LOGISTICS failed to pay Mr. Parson and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Parson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring STATES LOGISTICS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

During the relevant time period, on information and belief, STATES LOGISTICS had a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Parson voluntarily resigned from his employment with STATES LOGISTICS on or about July 31, 2025. However, STATES LOGISTICS did not provide him with his final pay until August 7, 2025, or later. Thus, STATES LOGISTICS failed to pay Mr. Parson his final wages within seventy-two (72) hours of his leaving STATES LOGISTICS's employ, in violation of California Labor Code section 202.

STATES LOGISTICS willfully failed to pay Mr. Parson and other aggrieved employees who are no longer employed by STATES LOGISTICS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving STATES LOGISTICS's employ.

Mr. Parson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring STATES LOGISTICS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 9-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, STATES LOGISTICS, required Mr. Parson and other aggrieved employees to wear special safety gear such as steel-toed boots and gloves, which they were required to wear while at work and necessary for the performance of their duties. For example, Mr. Parson spent approximately \$160 on steel-toed boots and \$6 on gloves, but he was not fully reimbursed for these costs. Thus, STATES LOGISTICS failed to provide or fully reimburse Mr. Parson and other aggrieved employees for the steel-toed boots and gloves they required employees to wear during their shifts.

STATES LOGISTICS could have provided Mr. Parson and other aggrieved employees with the actual equipment for use on the job, such as steel-toed boots and gloves. Or, STATES LOGISTICS could have fully reimbursed employees for the costs of their supply and equipment expenses. Instead, STATES LOGISTICS passed these operating costs onto Mr. Parson and other aggrieved employees. At all relevant times, Mr. Parson did not earn at least two (2) times the minimum wage.

Thus, STATES LOGISTICS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Parson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring STATES LOGISTICS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging

allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

STATES LOGISTICS failed to provide Mr. Parson and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). STATES LOGISTICS's failure to provide Mr. Parson and other aggrieved employees with written notice of basic information regarding their employment with STATES LOGISTICS is in violation of Labor Code section 2810.5.

Mr. Parson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring STATES LOGISTICS into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision 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 . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." STATES LOGISTICS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Parson's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Parson seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Parson, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against STATES LOGISTICS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Parson seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: STATES LOGISTICS SERVICES, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



9589 0710 5270 2512 5101 97

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STATES LOGISTICS SERVICES, INC.
5650 DOLLY AVENUE
BUENA PARK, CA 90621

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STATES LOGISTICS SERVICES, INC.
5650 DOLLY AVENUE
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☐ Addressee

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☐ Adult Signature Restricted Delivery
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☐ Certified Mail Restricted Delivery
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☐ Insured Mail[®]
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X

Michael Arana

☐ Agent

☐ Addressee

3. Received by (Printed Name)

Michael Arana

C. Date of Delivery

12/2/25

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If YES, enter delivery address below: ☐ No

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **April 9, 2026**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Nicole M. Shaffer
Nicole.Shaffer@jacksonlewis.com
Luigi V. Monteleone
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Attorneys for Defendants:
STATES LOGISTICS SERVICES, INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

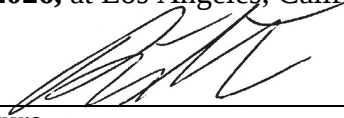
☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **April 9, 2026**, at Los Angeles, California.

Riley McIntire
Type/Print Name



Signature