

January 23, 2026

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter on Behalf of Mark Jones, Armando Ramos Jr, Oscar Arroyo and Aggrieved Employees Under California Labor section 2699.3

Via Certified Mail Return Receipt Requested:

ProDrivers West, Inc. dba ProDrivers and
Professional Drivers of Nevada
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA
(CMRR Tracking
#9414809898643577530198)

ProDrivers West, Inc. dba ProDrivers and
Professional Drivers of Nevada
1507 Lyndon B. Johnson Fwy, Ste 400
Farmers Branch, TX 75234
(CMRR Tracking #
9414809898643077860474)

ProDrivers West, Inc. dba ProDrivers and
Professional Drivers of Nevada
1845 Satellite Blvd, Ste 300
Duluth, GA 30097
(CMRR Tracking #
9414809898643077860450)

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Mark Jones, Armando Ramos Jr., and Oscar Arroyo’s (“Employees”) employment with Employees’ former employer ProDrivers West, Inc. dba ProDrivers and Professional Drivers of Nevada (“Employer”).

Employee Mark Jones was a non-exempt hourly employee and worked for Employer as a truck driver at, without limitation, 1650 S. Central Ave, Compton, California 90220 and 2220 Carson St., Long Beach, California 90810. Employee Mark Jones worked for Employer from approximately June of 2024 through approximately January of 2025. Employee Mark Jones’s duties included, but were not limited to, transporting empty shipping containers.

Employee Armando Ramos Jr. was a non-exempt hourly employee and worked for Employer as a truck driver at, without limitation, 5035 Lakewood Blvd, Lakewood, California 90712. Employee Armando Ramos Jr. worked for Employer from approximately September of 2017 through the present. Employee Armando Ramos Jr.'s duties included, but were not limited to, delivering and picking up goods.

Employee Oscar Arroyo was a non-exempt hourly employee and worked for Employer as a truck driver at, without limitation, 1650 S. Central Ave, Compton, California 90220. Employee Oscar Arroyo worked for Employer from approximately March of 2021 through approximately October of 2025. Employee Oscar Arroyo's duties included, but were not limited to, transporting shipping containers to various California ports.

Employees seek to represent all Aggrieved Employees that worked for Employer during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 432, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1197.1, 2800, 2802, 2810.5, 2699, among others, as well as applicable Wage Orders, Employees seek to represent all current and former employees of Employer's working during the PAGA Period. On all other claims mentioned herein, Employees seek to represent only non-exempt current and former employees of Employer that worked during the PAGA Period. Collectively, these employees are referred to herein as "Aggrieved Employees." The "PAGA Period" covers the three years preceding the date this letter was submitted to the LWDA and continues past that date into perpetuity.

Unpaid Minimum Wages:

Employees are informed and believe, and based thereon allege, that Employer had and has a practice or policy of failing to compensate Employees and other Aggrieved Employees for all hours worked at the proper rates of pay. Employer knew, or should have known, that Employees and Aggrieved Employees were entitled to receive wages for all time worked, yet failed to pay Employees and Aggrieved Employees all wages owed for work that was required to be performed.

Employees are informed and believe, and based thereon allege, that Employer maintains a practice or policy of failing to track all minutes actually worked by Employees and Aggrieved Employees by engaging, suffering, or permitting Aggrieved Employees to work off the clock. Specifically, Employer engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Employees and other Aggrieved Employees to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, such as inspecting and cleaning the trucks; clock out for meal periods and continue working; don and doff required uniforms and/or safety gear prior to starting their shift; and make phone calls and respond to messages off the clock.

Given Employees personally suffered these violations of the minimum wage laws, Employees also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage laws, including potential violations for requiring employees to work off-the-

clock; failing to pay for all hours worked; rounding, editing and/or manipulating time entries; requiring employees to work through meal periods and/or rest breaks, if any of these should be found. As such, Employees are informed and believe, and based thereon allege, that Employer violated, without limitation, Labor Code sections 223, 1197, 1198, 1182.12, and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked. Thus, Employees and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, or oppressive. Thus, Employer is liable for civil penalties pursuant to Labor Code sections 210, 558, 1197.1, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate and Inadequate Recordkeeping Practices:

In addition to the above, Employees are informed and believe, and based thereon allege, that Employer failed and continues to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employees and other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide all documents requested by Employees in violation of these Labor Code sections, including but not limited to *all* personnel documents under Labor Code sections 432 and 1198.5, wage statements in violation of Labor Code section 226, and time records in violation of Labor Code section 1174. Employees and the Aggrieved Employees personally suffered these violations, which in turn entitles Employees and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1199, and 2699. Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate Itemized Wage Statements:

Both independently and as a result of, among other things, Employer's herein-described policies or practices, Employer also intentionally failed and continues to fail to furnish Employees and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; and the legal name and address of the employer. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and Employees and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor

Code section 226 for each pay period worked during the PAGA Period. However, Employees are informed and believe that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay Employees at Time of Separation:

Employees are informed and believe, and based thereon allege, that Employer, both independently and for the reasons stated above, also willfully and/or intentionally failed and refused, and continues to fail and refuse, to timely pay compensation to Employees and other terminated or resigned Aggrieved Employees, including but not limited to, all minimum wages owed. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employees and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Unlawful Release of Claims for Wages:

Because Employer refused to provide Employees' personnel files as requested, Employees are unable to provide specifics regarding the exact documents, and language therein, that Employees were required to sign. Nevertheless, Employees recall, and thus Employees are informed and believe, and based thereon allege, that Employer required or requires as a condition of being paid the execution of a release of claim for wages due and/or hours worked during a pay period, which Employer knew to be false. As such, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 206.5 and 1198, and that Employees and other Aggrieved Employees have personally suffered these violations. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Provide Wage Theft Notices:

Because Employer refused to provide Employees' personnel files as requested, Employees are unable to provide specifics regarding the exact documents, and language therein, that Employees were required to sign. Nevertheless, Employees recall, and thus Employees are further informed and believe, and based thereon allege, that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees and other Aggrieved Employees with the rates of pay applicable to their employment; any allowances claimed as part of the minimum wage; the regular payday designated by Employer; the name of the employer, including any "doing business as" names used by the employer; the physical address of the employer's main office and the telephone number of the employer; the name, address and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employees are informed and believe that Employer's failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage laws in California. Employees are informed and believe that Employer violated Labor Code sections 1198 and 2810.5. Among other relief, Aggrieved Employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Reimburse Employees:

Employees are informed and believe, and based thereon allege, that Employer also failed and refused, and continues to fail and refuse, to sufficiently reimburse Employees and other Aggrieved Employees, for work related costs incurred while performing their job duties, including but not limited to, the purchase of necessary tools and/or safety equipment, use of personal cellular phone for work purposes, and other employment related fees and charges such as hazmat endorsements, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employees and other Aggrieved Employees have personally suffered these violations and Employer is liable to reimburse Employees and other Aggrieved Employees for the costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay All Wages Owed:

Employees are informed and believe, and based thereon allege, that Employer had and has a policy or practice of failing to pay Employees and Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Employees are informed and believe, and based thereon allege, that Employer did not and does not pay Employees and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code section 204 and Employees and other Aggrieved Employees have personally suffered these violations. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer’s conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employees or their counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If the LWDA or a court issued a finding or determination to the Employer within five (5) years of any of violations described above, that Employer’s policy or practice giving rise to such violations was unlawful, Employer would be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the

serving of this notice. Regardless, as set forth above, Employees allege Employer's conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Employer has been sued for these violations in the past. Thus, Employer is additionally subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employees may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Calyn Hadlock

Calyn Hadlock

cc: Sabrina A. Beldner
sbeldner@mcguirewoods.com
Timothy M. Rusche
trusche@mcguirewoods.com
Peter J. Choi
pchoi@mcguirewoods.com
Charles J. Urena
curena@mcguirewoods.com