

January 20, 2026

VIA ONLINE FILING TO LWDA and CERTIFIED MAIL TO DEFENDANT

Labor & Workforce Development Agency Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612 PAGA@dir.ca.gov <i>Via Online Submission</i>	Extreme Transportation, Inc. 3131 Camino Del Rio North, Suite 1150 San Diego, CA 92108 Glovis America, Inc. 18191 Von Karman Ave, Suite 400 Irvine, CA 92612 <i>Via Certified Mail</i>
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Re: Notice of Violation of California Labor Code Sections 201, 202, 203, 204, et seq., 210, 218, 226, 226(a), 226.2, 226.3, 226.7, 227.3, 233, 246 et seq., 510, 512, 558(a)(1)(2), 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, Violations of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

To Whom It May Concern:

Plaintiff Michelle Vu (“Plaintiff” or “Vu”) retained our firm, Pokala Law APC, to represent her and other similarly situated current and/or former employees of Extreme Transportation, Inc. (“Defendant” or “Extreme” or “Employer”) and Glovis America, Inc. (“Glovis,” collectively with Extreme, “Defendants”) for alleged violations of the California Labor Code. Defendants employed Plaintiff and other similarly situated employees throughout California (collectively, the “Aggrieved Employees”). “Aggrieved Employees” refers to all individuals who are or were previously employed by Extreme and any parent company in California, and classified as exempt and non-exempt employees during the time period of January 20, 2025, until a date determined by the Court.

Plaintiff was employed by Defendant in California beginning February 2, 2025 to July 31, 2025 as a non-exempt employee, entitled to payment of all wages. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all wages earned and all legally-required reimbursements of business-related expenses. Further, Defendants failed to pay Plaintiff and other aggrieved employees for sick leave. As a consequence of the aforementioned violations, Plaintiff further contends that

Defendant failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226(a)(8), 226.3, 226.7, 227.3, 246 et seq., 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiffs seek to represent a group of Aggrieved Employees defined as all exempt and non-exempt employees who worked for Defendant during the relevant claim period.

This letter formally serves as notice to the Labor & Workforce Development Agency (“LWDA”) of the Labor Code violations of Defendants. We submit this notice in accordance with Labor Code § 2699.3(a). We submit this notice on behalf of Ms. Vu and all other Aggrieved Employees that were employed by Employer. In compliance with Labor Code § 2699.3(a)(1), Ms. Vu furnished Employer with a copy of this notice by certified mail. Unless the LWDA proceeds against Employer, Ms. Vu intends to pursue a representative civil action against Employer, in accordance with Labor Code § 2698, et seq.

This letter formally serves to inform Defendants of Plaintiff’s intent to file a class action complaint (the “Complaint”) against Defendants and bring causes of action for violations of the PAGA for Defendants’ failure to: record and pay Plaintiff and other aggrieved employees for all of their time worked, failed to correctly calculate Plaintiff’s regular rate of pay for purposes of payment of overtime, premium pay, and sick time pay, and failed to timely pay Plaintiff and other aggrieved employees for earned wages, and Defendant failed to pay Plaintiff and other aggrieved employees for sick leave.

Plaintiff is informed and believes that said violations are ongoing, systematic, and uniform. Employer has been notified repeatedly by Plaintiff and other Aggrieved Employees of the continued existence of these violations, and Employer willfully chooses not to rectify the conduct and continue to engage in the same conduct. If Employer fails to cure these alleged violations, as stated above, Plaintiff will bring an action against Employer under the PAGA to recover wages and penalties as provided by California law.

I. FACTUAL BACKGROUND

Ms. Vubegan working for Employer in or around February 3, 2025 at 3131 Camino Del Rio N, Suite 1150, San Diego, CA 92108 (“Location”) until she was terminated on

July 31, 2025. While Ms. Vu was employed by Defendants, she was routinely underpaid through Defendants' failure to reimburse her for necessary business-related expenses, including but not limited to the use of her personal cellular phone for Defendants' benefit and at Defendants' instruction. Ms. Vu was further underpaid through Defendants' failure to provide paid sick leave as required by California law, despite Ms. Vu's accrual of and entitlement to such compensation. Ms. Vu further believes that the Aggrieved Employees likewise did not receive required expense reimbursements or paid sick leave as required by applicable law.

II. LABOR CODE VIOLATIONS

Employer has violated at least the following specifically enumerated Labor Code sections, in addition to any other Labor Code sections implicated by the actions described in the Facts & Theories portions of this notice letter: §§ 201, 202, 203, 204, 218, 226, 226.7, 1174, 1194, 1198.5, 2802 and the applicable Wage Order.

Failure to Pay Earned Wages (Labor Code § 204)

Throughout their employment with Defendants, Ms. Vu and the Aggrieved Employees were not and have not been compensated correctly for all wages due and owing. Ms. Vu and the Aggrieved Employees have not been paid all expense reimbursements or wages for paid sick leave that were due and owing. Therefore, Defendants have failed to pay and continue not to pay, Ms. Vu and the Aggrieved Employees all of their earned wages. On information and belief, Defendants have failed to pay all of their employees correctly for all wages earned in violation of California Labor Code section 204.

Failure to Furnish Accurate Wage and Hour Statements (Labor Code § 226)

Due to the violations discussed above, the wage and hour statements provided by Employer to Ms. Vu did not accurately reflect all wages owed. On information and belief, Employer did not issue any of the Aggrieved Employees their accurate wage and hour statements due to their failures alleged herein, in violation of California Labor Code section 226.

Failure to Maintain Accurate Records (Labor Code § 1198.5)

Due to the violations discussed above, Employer has not maintained accurate records for Mrs. Vu and the Aggrieved Employees, a violation under California Labor

Code section 1198.5.

Failure to Reimburse Expenses (Labor Code § 2802)

Defendants regularly required Ms. Vu to use her personal cellular device for the performance of her job responsibilities. Defendants did not provide business phones at the Location and instead required Ms. Vu and the Aggrieved Employees to use their personal devices without compensation or reimbursement. Plaintiff and the Aggrieved Employees were further forced to use their personal computers, vehicles, as well as their own utilities to perform their duties while working shifts. While working these shifts, Plaintiff and the Aggrieved Employees were not reimbursed for the use of their personal devices or utilities, in violation of Labor Code § 2802.

Failure to Pay Earned Wages Upon Termination (Labor Code §§ 201, 202, 203, 1174)

Due to Employer's failure to properly calculate each employee's pay, including meal and rest break premiums, overtime, double time, and minimum wage, Employer has not paid its employees correctly upon their termination.

III. CONCLUSION

The facts articulated above violate multiple provisions of the Labor Code identified in this correspondence. Plaintiff seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment, attorney fees, and collection of civil penalties for herself, all Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 218, 226, 226.7, 1174, 1194, 1198.5, 2802. By virtue of this letter, we hereby notify the LWDA of Employer's violations and Plaintiff's intent to seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. In accordance with Labor Code § 2699.3(a)(2)(A), please notify us within 65 days, at our San Diego office address, whether you intend to investigate this matter. Please reach out if you have any additional questions, at kalyan@pokalalaw.com or by phone at (619) 326-8036.

Respectfully,



Kalyan Pokala
J. Patrick Allen
Pokala Law APC
Attorneys for Plaintiff
Michelle Vu and the Aggrieved Employees