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April 17, 2026

PAGA NOTICE FILED ELECTRONICALLY

Re: *Notice Letter on Behalf of RAUL CORONADO and Aggrieved Employees Under California Labor Code section 2699.3*

Via Certified Mail Return Receipt Requested:

PRO-FIT LOGISTICS LLC
7056 ARCHIBALD AVENUE, SUITE 405
CORONA, CALIFORNIA 92880
(CMRR Tracking #
9414809898643580137513)

PRO-FIT LOGISTICS LLC
C/O ANTHONY T. FARMER,
REGISTERED AGENT
7056 ARCHIBALD AVENUE, SUITE 405
CORONA, CALIFORNIA 92880
(CMRR Tracking #
9414809898643580137629)

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 RAUL CORONADO's ("Employee") employment with Employee's former employer: PRO-FIT LOGISTICS LLC ("Employer"). Employee was a non-exempt hourly employee and worked for Employer as a Truck Driver at, without limitation, 7066 Archibald Avenue, Corona, California 92880. Employee worked for Employer from approximately July 2024 through approximately February 2026. Employee's duties included, but were not limited to, conducting pre-trip inspections, loading and scanning packages for delivery, delivery to assigned routes, communicating with dispatch, and refueling as needed.

Employee seeks to represent all "Aggrieved Employees" that worked for Employer during the PAGA Period. The "PAGA Period" covers the three years preceding the date this letter was submitted to the LWDA and continues past that date into perpetuity. Specifically, in connection with any alleged claims for violations of Labor Code sections 200, 201, 202, 203, 204, 210, 221, 226, 226.3, 432, 432.5, 1198, 1198.5, including restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent *all* employees that worked for Employer during the PAGA Period. On all other claims mentioned herein, Employee seeks to represent only non-exempt employees that worked for Employer during the PAGA Period. Collectively, these employees are referred to herein as "Aggrieved Employees."

Unpaid Minimum Wages:

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees for all hours worked. Employer knew, or should have known, that Employee and Aggrieved Employees were entitled to receive wages for all time worked, yet failed to pay Employee and Aggrieved Employees all wages owed for work that was required to be performed.

Employee is informed and believes, and based thereon alleges, that Employer maintains a practice or policy of failing to track all minutes actually worked by Employee 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 Employee and other Aggrieved Employees to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, such as having to stay late off the clock due to the length and volume of Employee's delivery routes and the milage, package load, and route demands. For example, Employer would add additional miles and stops to Employees route, expanding his workday beyond his recorded hours. Additionally, before clocking in, Employee was required to review his assigned route through the Relay app, organize packages inside the truck for efficiency, and prepare the vehicle for departure. Employee was also required to log into systems and confirm route details before he could clock in. Employer also called Employee off the clock regarding work-related issues. By way of example, Employee was required to complete a 13-hour "ride along" while off the clock.

Given Employee personally suffered these violations of the minimum wage laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage laws, if any should be found. As such, Employee is informed and believes, and based thereon alleges, 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, Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Employee is further informed and believes, and based thereon alleges, 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). Employee is further informed and believes, and based thereon alleges, 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, Employee is informed and believes, and based thereon alleges, 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 Employee and other aggrieved employees to calculate their unpaid wages. Employer also failed to provide all documents requested by Employee on February 25, 2026, in violation of these Labor Code sections, including but not limited to *all* personnel documents under Labor Code sections 432 and 1198.5, and time records in violation of Labor Code section 1174. Employee and the Aggrieved Employees personally suffered these violations, which in turn entitles Employee 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. Employee is further informed and believes, and based thereon alleges, 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).

<u>Inaccurate Itemized Wage Statements:</u>

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 Employee and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; and net wages earned. By way of example, Employee was issued two wage statements for the pay period of 6/8/2025 through 6/14/2025, which include negative hours, rates, and deductions, without any explanation provided to Employee for this accounting.

CO. FILE DEPT. CLOCK NUMBER
AKD 000162 000004 2

Earnings Statement

PRO-FIT LOGISTICS LLC
7056 ARCHIBALD AVENUE
STE 405
EASTVALE, CA 92880

Period Beginning: 06/08/2025
Period Ending: 06/14/2025
Pay Date: 06/20/2025

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

RAUL E CORONADO
[redacted]

Social Security Number: [redacted]

Earnings	rate	hours	this period	year to date
Regular	24.0000	31.10	746.40	15,790.08
Admin Pay	24.0000	.24	5.76	5.76
BonusNondiscr			213.60	213.60
Overtime				308.88
CA Bonus 4				1,000.00
Paid Time Off				1,152.00
	Gross Pay		$965.76	8,018.64

Deductions	Statutory	this period	year to date
	Federal Income Tax	-76.69	581.84
	Social Security Tax	-59.87	497.15
	Medicare Tax	-14.00	116.27
	CA State Income Tax	-26.62	203.37
	CA SDI Tax	-11.59	96.22
	Net Pay	$776.99	
	Net Check	$776.99	

Your federal taxable wages this period are $965.76

Other Benefits and Information	this period	total to date
Totl Hrs Worked	31.34	

Important Notes
COMPANY PH#:(909) 315-4060

BASIS OF PAY: HOURLY

Additional Tax Withholding Information
Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period. Employee 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, Employee is informed and believes 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). Employee is further informed and believes, and based thereon alleges, 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:

Employee is informed and believes, and based thereon alleges, 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 all compensation owed to Employee and other terminated or resigned Aggrieved Employees, including but not limited to all minimum wages owed. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period. Employee 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. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, 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). Employee is further informed and believes, and based thereon alleges, 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:

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continues to fail and refuse, to reimburse Employee and other Aggrieved Employees, for their costs incurred for the purchase of tools and safety equipment including a reflective vest and working gloves, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer is liable to reimburse Employee 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). Employee is further informed and believes, and based thereon alleges, 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).

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Failure to Timely Pay All Wages Owed:

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of failing to pay Employee 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." Employee is informed and believes and based thereon alleges that Employer did not and does not pay Employee 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, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 204. Employee 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). Employee is further informed and believes, and based thereon alleges, 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 Terms and Conditions:

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, terms known to be illegal in purported arbitration agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5 and 1198. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 432.5, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, 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 Employee or his/her 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, Employee alleges Employer's conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive. 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, Employee 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/ Bevin Pike
/s/ Trisha Monesi

Bevin Pike
Trisha Monesi

Cc:

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