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County of Kern

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

Jorge Ortiz, Jr., an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

EMPLOYER'S OUTSOURCING, LLC, a
California Limited Liability Company; RITE
STAFF INC., a California Corporation;
ROMEO & LAYLA WAREHOUSING, INC., a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 26CUB01800

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Minimum and Overtime Wages
2. Failure to Provide Required Meal Periods
3. Failure to Authorize and Permit Required Paid Rest Periods
4. Failure to Reimburse Required Expenses
5. Failure to Provide Accurate Itemized Wage Statements
6. Failure to Pay All Wages Owed Upon Separation
7. Failure to Produce Timely Personnel File and/or Wage Statements
8. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)
9. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff Jorge Ortiz, Jr. (hereinafter “Plaintiff” or “Ortiz”), an individual, on behalf of
2 himself and all other similarly situated current and former hourly, non-exempt employees of
3 Defendants, alleges on information and belief, except for regarding his own acts and experiences,
4 which are based on personal knowledge, the following:

5 **INTRODUCTION**

6 1. This is a putative class action brought against Defendants EMPLOYER’S
7 OUTSOURCING, LLC (“EO”), RITE STAFF INC. (“RS”), and ROMEO & LAYLA
8 WAREHOUSING, INC. (“R&L”) (collectively, the “Defendants”) for: (i) failing to pay minimum
9 and overtime wages at the lawful regular rate of pay for all work performed; (ii) failing to provide
10 compliant, uninterrupted, duty-free meal periods; (iii) failing to authorize and permit compliant,
11 paid, duty-free rest periods; (iv) failing to pay all owed wages each and every pay period; (v)
12 failing to indemnify and reimburse for business expenses incurred; (vi) failing to provide accurate,
13 compliant, itemized wage statements; (vii) failing to pay all wages owed upon separation of
14 employment; (viii) failing to produce timely upon request personnel file and payroll records; and
15 (ix) violating California’s Unfair Competition Law (“UCL”), Business & Professions Code §
16 17200, *et seq.*; and, (x) violating the California Private Attorneys General Act (hereinafter the
17 “PAGA”).

18 2. Plaintiff is a Member of and the named representative for the Class, the Wage
19 Statement Subclass, the Separated Employee Subclass, and the Denied File Request Subclass, as
20 defined in Paragraphs 18-21, below. The term “Class” includes Plaintiff and all other persons who
21 are members of the “Class,” and/or the “Wage Statement Subclass,” and/or the “Separated
22 Employee Subclass,” and/or the “Denied File Request Subclass,” as herein defined.

23 3. The PAGA allows for a tolling of the limitations period during the period during
24 which the California Labor and Workforce Development Agency (hereinafter the “LWDA”) is
25 assessing, or the employer may be curing, the alleged violations. Cal. Labor Code § 2699.3(d). On
26 May 7, 2026, pursuant to Cal. Labor Code § 2699.3(a)(1), counsel for Plaintiff, on behalf of Jorge
27 Ortiz, Jr., provided written notice via online filing with the LWDA and via certified mail, with
28 return-receipt, to the employer / Defendants, alleging violations of the California Labor Code and

1 the facts and theories that support the alleged violations. (see **Exhibit 1**, attached hereto and
2 incorporated by this reference herein). Additionally, on May 7, 2026, pursuant to Cal. Labor Code
3 § 2699.3(a)(1)(B), counsel for Plaintiff, on behalf of Jorge Ortiz, Jr., submitted the required filing
4 fee of \$75 to the LWDA. (see **Ex. 1**).

5 **JURISDICTION AND VENUE**

6 4. This Court has jurisdiction over this Action, pursuant to California Code of Civil
7 Procedure (“CCP”) § 410.10 and Cal. Bus. & Prof. Code § 17203. This action is brought as a Class
8 Action on behalf of Plaintiff and similarly situated non-exempt employees of Defendants, pursuant
9 to CCP § 382.

10 5. Venue is proper in this Court, pursuant to CCP §§ 395 and 395.5, because Plaintiff
11 performed work on behalf of Defendants in the County of Kern and Defendants committed a
12 significant portion of the wrongful conduct herein alleged in the County of Kern.

13 **THE PARTIES**

14 **A. Plaintiff and the Class**

15 6. Plaintiff Jorge Ortiz, Jr. was employed by Defendants as an hourly, non-exempt
16 employee at a warehouse located at: 5665 Dennis McCarthy Drive, Lebec, CA 93243 from August
17 2025 until his separation in or about April 2026. Plaintiff unloaded merchandise from semi-trailers
18 and organized the product in the warehouse, on and off pallets. The merchandise comes from
19 businesses such as Macy’s, JCPenney, Kohl’s, dd’s Discounts, Ross Dress for Less, TJ Maxx, etc.
20 Plaintiff earned approximately \$16.50 per hour and was employed on a full-time basis.

21 7. Plaintiff was required to wait in line at the start of his work shift, along with several
22 hundred other putative class members, in order to clock-in. Plaintiff was not paid for the 5-15
23 minutes each day that he was required to wait in line in order to be able to clock-in at the
24 warehouse for the start of his shift. Similarly, when Plaintiff returned from a clocked-out meal
25 break he again was required to wait in line, along with other class members, in order to clock back
26 in from his unpaid lunch break. As a result, Defendants have failed to pay Plaintiff and the putative
27 class the wages due to them when they are subject to the employers’ control while they are waiting
28 in line to clock in or back in. Defendants have also been failing to provide compliant 30-minute

1 meal periods.

2 8. Plaintiff should have been provided with 30-minute meal periods, free of all duties,
3 and he was regularly off the clock, unpaid, for that amount of time. However, due to an
4 insufficient number of time clocks at the warehouse, Plaintiff and the class members have not been
5 provided with full 30-minute, duty-free meal periods; rather, Defendants provide a non-compliant,
6 short meal period (less than 30 minutes), requiring Plaintiff and class members to wait in line to
7 clock back in from their meal periods, in order to be back to work in compliance with Defendants'
8 allocated 30-minute meal time, which is the total time allowed to be back to work. As a result, the
9 actual meal period provided is consistently less than 30 minutes and class members work off the
10 clock.

11 9. For the entirety of Plaintiff's employment, Defendants failed to authorize or permit
12 plaintiff and similarly situated class members to take their legally compliant rest periods.
13 Defendants' scheduling policies and work demands made by on site personnel employed by
14 Defendants have prevented employees from taking the requisite compliant rest breaks, free of all
15 duties.

16 10. On one or more occasions, Plaintiff worked overtime hours, yet these overtime
17 hours were not included in his regular paycheck or recorded accurately in his time records.
18 Defendants advised Plaintiff that they would pay his overtime wages the following pay period but
19 failed to do so, eventually paying some portion of the unpaid overtime wages only months after the
20 fact. On information and belief, Defendants have maintained a policy and practice of failing to pay
21 timely their employees for all overtime work performed at the lawful rate of pay, based on their
22 regular rate of pay, as required by California law.

23 11. Defendants required Plaintiff and other similarly situated employees to purchase and
24 wear reflective yellow safety vests upon the commencement of employment. Defendants told
25 Plaintiff and other class members that they did not have a vest to provide them with and that it was
26 their requirement to purchase the safety vests. Defendants failed to reimburse Plaintiff and other
27 class members for the vests that Defendant required them to purchase and wear, in violation of
28 California law.

1 12. The Members of the Class and Subclasses are similarly situated persons who are
2 presently employed or were formerly employed by Defendants as hourly, non-exempt employees
3 performing work at the warehouse located at: 5665 Dennis McCarthy Drive, Lebec, California
4 who: 1) were not paid minimum wages and/or overtime wages at the lawful rate of pay for all work
5 performed; 2) were not provided with uninterrupted, compliant, duty-free 30-minute meal periods
6 or premium pay in lieu thereof; 3) were not authorized and permitted to take compliant, paid, duty-
7 free 10-minute rest periods or given premium pay in lieu thereof; 4) were not paid all wages due
8 each and every pay period; 5) were not reimbursed for all incurred business expenditures; 6) were
9 not provided with all earned wages upon their separation of employment; and/or 7) were not
10 provided compliant, accurate, itemized wage statements.

11 **B. Defendants**

12 13. Defendant ROMEO & LAYLA WAREHOUSING, INC. (hereinafter “R&L”)
13 specializes in providing comprehensive warehousing solutions for businesses of all sizes.
14 Defendant R&L maintains warehouses throughout the United States, including in Bethlehem,
15 Pennsylvania, Fountain Hill, Pennsylvania, South El Monte, California, Ontario, California and
16 Lebec, California. Defendant owns and/or operates a 233,217 square foot distribution facility
17 warehouse located at: 5665 Dennis McCarthy Dr., Lebec, California 93243 where Plaintiff and the
18 Class Members have been employed. R&L has controlled Plaintiff and other similarly situated
19 Class Members, directing them in their work, including but not limited to the ability to take meal
20 periods and rest breaks, as well as the logistics of clocking in and out to begin shifts, record meals
21 and end shifts.

22 14. Defendant EMPLOYER’S OUTSOURCING, LLC (“EO”) is a Professional
23 Employer Organization (“PEO”) that provided Plaintiff with non-compliant wage statements and
24 other services related to his employment at the warehouse located at 5665 Dennis McCarthy Drive,
25 Lebec, California. EO may also have had involvement with Defendants’ policies and procedures
26 regarding scheduling shifts and breaks, and/or payment for overtime at the lawfully required rate of
27 pay. The principal address for EO is 480 W. Alluvial Ave., Fresno, California 93650.
28

15. Defendant RITE STAFF INC. (“RS”) is a staffing company that places job candidates with employers (<https://ritestaffinc.com/>), dictating the terms of employment with Plaintiff and similarly situated Class Members, including compensation levels and terms. The principal address for RS is 1307 W. 6th St., Ste. 201, Corona, California 92882.

16. Upon information and belief, each and every one of these California incorporated entities named as Defendants herein were the joint employers of Plaintiff and the Class Members.

17. The true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein as DOES 1 through 100, inclusive, are presently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names, pursuant to CCP § 474. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 100 but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. To the extent required, Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of these Defendants, when they have been ascertained and become known.

18. Plaintiff is informed and believes, and based thereon, alleges that each of the Defendants designated herein are legally responsible in some manner for the unlawful acts referred to herein and that each Defendant has acted in all respects pertinent to this action as the agent of the other Defendants, carrying out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

CLASS ACTION ALLEGATIONS

19. Plaintiff brings this action on behalf of himself and all other similarly situated persons as a class action, pursuant to CCP § 382. Plaintiff seeks to represent a Class composed of the group of employees, defined as follows:

All of Defendants’ hourly, non-exempt employees working at the warehouse facility located at 5665 Dennis McCarthy Dr., Lebec, CA at any time since May 7, 2022 (“Class Period”) (“Class Members”).

1 20. Plaintiff also seeks to bring this action on behalf of himself and all other similarly
2 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

3 **All Class Members employed at any time since May 7, 2025 (“Wage Statement**
4 **Subclass Members”).**

5 21. Plaintiff also seeks to bring this action on behalf of himself and all other similarly
6 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

7 **All Class Members whose employment by Defendants ended at any time since**
8 **May 7, 2023 (“Separated Subclass Members”).**

9 22. Plaintiff also seeks to bring this action on behalf of himself and all other similarly
10 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

11 **All Class Members employed at any time since May 7, 2022 who requested**
12 **their personnel file and/or wage statements in writing from Defendant EO and**
13 **were not provided with production of their personnel file within 30 days of said**
14 **request and/or wage statements within 21 days of said request (“Denied File**
15 **Request Subclass Members”).**

16 23. This action has been brought and may be maintained as a class action, pursuant to
17 CCP § 382, because there is a well-defined community of interest among many persons who
18 comprise a readily ascertainable class.

- 19 a. The Class Members are so numerous that individual joinder of all of them as
20 plaintiffs is impractical. Although the exact number of Class Members is unknown
21 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that
22 there are not less than 100 Class Members.
- 23 b. The identity of Class Members can readily be determined from Defendants’ records.
24 Defendants’ records include the name and address of every person who performed
25 work for them during the Class Period.
- 26 c. Common questions of law and fact exist as to Class Members and predominate over
27 any questions that may affect only individual Class Members. These common
28 questions include, but are not limited to:

- (1) Did Defendants violate Labor Code §§ 510, 1194, and/or 1197 by failing to pay Class Members for all minimum and overtime wages at the lawful rate of pay owed to them for all hours during which they were subject to Defendants' control?
- (2) Did Defendants violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage Order No. 7, by failing to provide compliant duty-free, uninterrupted meal periods and failing to pay the resulting premiums, as alleged herein?
- (3) Did Defendants violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage Order No. 7, by failing to authorize and permit compliant duty-free, uninterrupted paid rest periods and failing to pay the resulting premiums, as alleged herein?
- (4) Did Defendants, in violation of Labor Code § 2802, fail to indemnify Class Members for all necessary expenditures or losses incurred in the course of their duties, as alleged herein?
- (5) Did Defendants fail to provide Wage Statement Subclass Members with accurate, compliant, itemized wage statements?
- (6) Are Defendants liable for civil penalties under Labor Code § 226?
- (7) Did Defendants, in violation of Labor Code § 201 or § 202, fail to pay timely all wages owed to Separated Subclass Members upon separation?
- (8) Did Defendants act willfully when they failed to pay timely all wages owed to Separated Subclass Members upon separation?
- (9) Are Defendants liable for penalty wages under Labor Code § 203?
- (10) Did Defendant EOI fail to provide timely Denied File Request Subclass Members with personnel files and/or wage statements, pursuant to Labor Code § 1198.5 and/or § 226?
- (11) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by their unlawful and/or unfair practices, as alleged herein?
- (12) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code

1 § 17200, *et seq.*, by failing to pay Plaintiff and Class Members all wages
2 earned each pay period, in violation of Labor Code § 204, as alleged herein?
3 (13) Are Defendants liable for restitution under Cal. Bus. & Prof. Code § 17203?
4 (14) Are Defendants liable for pre-judgment interest?
5 (15) Are Defendants liable for attorneys' fees and/or litigation costs?
6 (16) Are Defendants liable for liquidated damages for willfully failing to pay
7 minimum wage, pursuant to Labor Code § 1194.2?
8 d. Plaintiff is a Member of the Class and the Subclasses, and his claims are typical of
9 the claims of the other Class Members and Subclass Members. Plaintiff is informed
10 and believes and thereon alleges that Defendants have been maintaining policies or
11 practices of: 1) failing to pay minimum and overtime wages at the lawful rate of pay
12 for all hours worked; 2) failing to provide compliant, duty-free meal periods; 3)
13 failing to authorize and permit compliant properly paid, duty-free rest periods; 4)
14 failing to pay employees for all wages earned during each pay period; 5) failing to
15 reimburse employees for all incurred business expenses; 6) failing to produce timely
16 personnel files and wage statements pursuant to written request; 7) failing to pay all
17 wages owed upon separation of employment; and/or 8) failing to provide employees
18 with accurate, compliant itemized wage statements.
19 e. Plaintiff will adequately and fairly protect the interests of the Class Members and
20 Subclass Members. Plaintiff has no interest adverse to the interests of absent Class
21 Members and Subclass Members. Plaintiff is represented by legal counsel who has
22 substantial class action experience in civil litigation and employment law.
23 24. A class action is superior to other available means for fair and efficient adjudication
24 of the claims of the Class and would be beneficial for the parties and the Court. Class action
25 treatment will allow a large number of similarly situated persons to prosecute their common claims
26 in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and
27 expense that numerous individual actions would require. The monetary amounts due to many
28 individual Class Members are likely to be relatively small, and the burden and expense of

1 individual litigation would make it difficult or impossible for individual members of the Class to
2 seek and obtain relief. A class action will serve an important public interest by permitting such
3 individuals to effectively pursue recovery of the sums owed to them. Further, class litigation
4 prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

5 **FIRST CAUSE OF ACTION**

6 **Failure to Pay Minimum and Overtime Wages**
(By Plaintiff and the Class Members against all Defendants)

7 25. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

8 26. At all relevant times, Plaintiff and the Class Members were and/or are employees of
9 Defendants, covered by Labor Code §§ 510, 1194, and 1197 and I.W.C. Wage Order No. 7.

10 27. By their failure to pay minimum wages and overtime wages at the lawful rate of pay
11 for all time worked, Defendants willfully breached their agreement and obligation to pay lawful
12 wages, in violation of Labor Code §§ 510, 1194 and 1197 and I.W.C. Wage Order No. 7.

13 28. Plaintiff is informed and believes and thereon alleges that at all relevant times within
14 the applicable limitations period, Defendants maintained and continue to maintain a policy or
15 practice of failing to pay minimum wages and overtime wages at the lawful regular rate of pay for
16 all time actually worked.

17 29. As a result of Defendants' unlawful and willful conduct, employees have suffered
18 damages in an amount, subject to proof, to the extent they were not paid properly all minimum
19 wages and overtime wages at the lawful rate for all hours actually worked and owed to them under
20 Labor Code §§ 510, 1194 and 1197, I.W.C. Wage Order No. 7 and applicable local requirements.

21 30. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiff and the Class
22 Members are entitled to recover the full amount of unpaid wages, liquidated damages, pre-
23 judgment interest, reasonable attorneys' fees and costs of suit.

24 **SECOND CAUSE OF ACTION**

25 **Failure to Provide Required Meal Periods**
(By Plaintiff and the Class Members against all Defendants)

26 31. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

27 32. At all relevant times, Plaintiff and the Class Members were and/or are employees of
28 Defendants, covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 7.

1 33. Pursuant to Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 7, Plaintiff
2 and the Class Members are entitled to an uninterrupted, duty-free meal period of at least thirty (30)
3 minutes for each workday that they work more than five (5) hours, and a second uninterrupted,
4 duty-free meal period of at least thirty (30) minutes for each workday that they work more than ten
5 (10) hours, and one additional hour of pay for every day that all required, compliant meal periods
6 are not provided.

7 34. Defendants have failed to provide Plaintiff and the Class Members with compliant
8 uninterrupted, duty-free meal periods in accordance with Labor Code §§ 226.7 and 512, and I.W.C.
9 Wage Order No. 7. Plaintiff and other Class Members did not receive compliant meal periods on
10 eligible shifts, as they were forced to wait in line subject to Defendants' control, during their meal
11 period in order to clock back in, resulting in non-compliant meal periods. At other times,
12 Defendants did not provide Plaintiff and other Class Members with the opportunity to take meal
13 periods before the end of the fifth hour of work, also resulting in non-compliant meal periods.

14 35. Defendants have failed to provide Plaintiff and the Class Members the additional
15 hour of premium pay required by Labor Code § 226.7 and I.W.C. Wage Order No. 7. Plaintiff is
16 informed and believes and thereon alleges that at all relevant times within the applicable limitations
17 period, Defendants have maintained and continue to maintain a policy or practice of not paying
18 additional pay at the lawful rate of pay to employees for the failure to provide compliant meal
19 periods.

20 36. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
21 suffered damages in an amount, subject to proof, to the extent they were not paid additional wages
22 at the lawful rate of pay owed for the failure to provide compliant meal periods.

23 37. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
24 recover the full amount of their unpaid additional wages for unprovided meal periods. Pursuant to
25 Labor Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable
26 attorneys' fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff
27 and the Class Members are entitled to recover prejudgment interest on the additional wages owed
28 for failure to provide meal periods at the lawful rate of pay.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Authorize and Permit Required Paid Rest Periods**
3 (By Plaintiff and the Class Members against all Defendants)

4 38. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

5 39. At all relevant times, Plaintiff and the Class Members were and/or are employees of
6 Defendants, covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 7.

7 40. Pursuant to Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 7, Plaintiff
8 and the Class Members are entitled to properly paid duty-free rest periods of at least ten (10)
9 minutes for each four (4) hour period of work or major fraction thereof and one (1) hour of
10 additional pay for every day that each and every required compliant paid rest period was not
11 authorized and permitted. Further, Plaintiff and the Class Members have been denied their first rest
12 period of at least ten (10) minutes for some shifts worked of at least two and a half (2.5) to four (4)
13 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between
14 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
15 some shifts worked of ten (10) hours or more.

16 41. Defendants have failed to provide Plaintiff and the Class Members the additional
17 hour of premium pay required under Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 7.
18 Plaintiff is informed and believes and thereon alleges that at all times during the applicable
19 limitations period, Defendants have maintained and continue to maintain a policy or practice of
20 failing to authorize and permit employees to take uninterrupted paid rest periods.

21 42. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
22 suffered damages in an amount, subject to proof, to the extent they were not paid additional
23 premium pay owed for missed rest periods at the lawful rate of pay.

24 43. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
25 recover the full amount of their unpaid additional wages for Defendants' failure to authorize,
26 permit, and properly compensate for duty-free rest periods. Pursuant to Labor Code § 218.5,
27 Plaintiff and the Class Members are entitled to recover their reasonable attorneys' fees and costs of
28 suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the Class Members are
entitled to recover prejudgment interest on the additional pay owed for required rest periods that

1 were not authorized, permitted, and/or properly paid.

2 **FOURTH CAUSE OF ACTION**
3 **Failure to Reimburse Required Expenses**
(By Plaintiff and the Class Members against all Defendants)

4 44. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

5 45. At all relevant times, Plaintiff and the other Members of the Class were employees
6 of Defendants, covered by Labor Code § 2802 which provides, in relevant part, that:

7 An employer shall indemnify his or his employee for all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or his
9 duties, or of his or his obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
10 to be unlawful.

11 46. At all relevant times herein, Defendants violated Labor Code § 2802 by failing to
12 reimburse and indemnify Plaintiff and the other Members of the Class for reflective yellow safety
13 vests. Specifically, Defendants advised Plaintiff and the Class Members that they were required to
14 wear reflective yellow safety vests in the warehouse, yet they did not provide one to Plaintiff or
15 some other Members of the Class. Defendants instructed Plaintiff to purchase this required safety
16 equipment yet failed to reimburse Plaintiff for this necessary business expenditure.

17 47. Labor Code §§ 2802(b) and (c) provide for simple interest at the statutory post
18 judgment rate of ten percent (10%) per annum from the date of the expenditure, plus attorneys' fees
19 to collect reimbursement.

20 48. Plaintiff therefore demands reimbursement for expenditures or losses incurred by his
21 and the other Class Members in the discharge of their duties for Defendants, or their obedience to
22 the directions of Defendants, with interest at the statutory rate and attorneys' fees and costs under
23 Labor Code § 2802.

24 **FIFTH CAUSE OF ACTION**
25 **Failure to Provide Accurate Itemized Wage Statements**
(By Plaintiff and the Wage Statement Subclass Members against all Defendants)

26 49. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

27 50. At all relevant times, Plaintiff and the Wage Statement Subclass Members were
28 and/or are employees of Defendants, covered by Labor Code § 226.

1 51. Pursuant to Labor Code § 226(a), Plaintiff and the Wage Statement Subclass
2 Members are entitled to receive, semi-monthly or at the time of each payment of wages, an
3 accurate, compliant itemized statement showing gross wages earned; net wages earned; all
4 applicable hourly rates in effect during the pay period; the corresponding number of hours worked
5 at each hourly rate by the employee; the inclusive dates of the period for which the employee is
6 paid; and the name and address of the legal entity that is the employer.

7 52. Defendants have failed to provide Plaintiff and the Wage Statement Subclass
8 Members accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a)
9 and 226.2. Plaintiff is informed and believes and thereon alleges that at all relevant times since one
10 (1) year preceding the filing of the Complaint in this action (the “Penalty Period”), Defendants
11 maintained a policy or practice of failing to pay minimum wages and overtime wages at the lawful
12 rate of pay for all time actually worked, failing to accurately record all hours actually worked,
13 failing to pay meal period premium payments, and failing to pay rest period premium payments.
14 Defendants’ practice has resulted and continues to result in the issuance of non-compliant ‘wage
15 statements’ to Class Members that do not show the correct amount of gross wages earned, the
16 correct amount of net wages earned, the correct number of hours (regular and overtime) worked,
17 the correct hourly rates of pay in effect for each hour worked, and/or the correct deductions made
18 thereto for taxing authority purposes.

19 53. Defendants’ failure to provide Plaintiff and the Wage Statement Subclass Members
20 with compliant and accurate itemized wage statements has been and is knowing and intentional.
21 Defendants have had the ability to provide Plaintiff and Wage Statement Subclass Members with
22 accurate wage statements, but knowingly and intentionally provided ‘wage statements’ that were
23 not accurate and/or compliant.

24 54. As a result of Defendants’ conduct, Plaintiff and the Wage Statement Subclass
25 Members have suffered injury. The absence of accurate and complete information on their wage
26 statements has prevented timely challenges to Defendants’ unlawful pay practices, has and will
27 require discovery and mathematical computations to determine the amount of wages owed and
28 number of hours actually worked, has caused difficulty and expense in attempting to reconstruct

1 time and pay records, and has led to the submission of inaccurate information about wages and
2 deductions to state and federal government agencies.

3 55. Pursuant to Labor Code § 226(e), Plaintiff and the Wage Statement Subclass
4 Members are entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
5 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each
6 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
7 four thousand dollars (\$4,000) per employee.

8 56. Pursuant to Labor Code § 226(h), Plaintiff and the Wage Statement Subclass
9 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
10 Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide
11 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant
12 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
13 Subclass Members have no adequate legal remedy for the continuing injuries that will be suffered
14 as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available
15 for ensuring Defendants' ongoing compliance with Labor Code § 226(a).

16 57. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiff and the Wage Statement
17 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
18 §226(e), plus reasonable attorneys' fees and costs of suit.

19 **SIXTH CAUSE OF ACTION**

20 **Failure to Pay All Wages Owed Upon Separation**

21 (By Plaintiff and the Separated Subclass Members against all Defendants)

22 58. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

23 59. At all relevant times, Plaintiff and the Separated Subclass Members, were
24 employees of Defendants covered by Labor Code §§ 201 and/or 202.

25 60. Pursuant to Labor Code §§ 201 and 202, Plaintiff and the Separated Subclass
26 Members were entitled upon separation to timely payment of all wages earned and unpaid prior to
27 separation. Discharged employees were entitled to payment of all wages earned and unpaid prior
28 to discharge immediately upon termination. Employees who resigned were entitled to payment of
all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation

1 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
2 unpaid prior to resignation at the time of resignation.

3 61. Upon separation, Defendants have failed to pay Plaintiff and the Separated Subclass
4 Members all wages earned and unpaid prior to separation, in accordance with Labor Code §§ 201
5 and/or 202. Plaintiff is informed and believes and thereon alleges that during the three (3) year
6 limitation's period applicable to this cause of action, Defendants have maintained and continue to
7 maintain a policy or practice of failing to pay for all minimum wages and overtime wages at the
8 lawful rate of pay for all time actually worked, all meal period premium payments, and all rest
9 period premium payments at the time of separation from employment.

10 62. Defendants' failure to pay Plaintiff and the Separated Subclass Members all wages
11 earned prior to separation in accordance with Labor Code § 201 and/or § 202 was and is willful.
12 Defendants have had the ability to pay all wages earned by employees – including but not limited
13 to all minimum and overtime wages at the lawful rate of pay – but intentionally have adopted
14 policies or practices incompatible with the requirements of Labor Code §§ 510, 1194, and 1197,
15 and I.W.C. Wage Order No. 7. Defendants have had the ability to pay all meal period and rest
16 period premium payments earned by employees but intentionally adopted policies or practices
17 incompatible with the requirements of Labor Code § 226.7 and § 512, and I.W.C. Wage Order No.
18 7. When Defendants failed to pay upon separation all wages earned prior to separation, Defendants
19 knew what they were doing and intended to do what they did.

20 63. Pursuant to Labor Code § 201 or § 202, Plaintiff and the Separated Subclass
21 Members are entitled to all wages earned prior to separation that Defendants did not pay them.

22 64. Pursuant to Labor Code § 203, Plaintiff and the Separated Subclass Members are
23 entitled to penalty wages, from the day their earned and unpaid wages were due upon separation
24 until paid, up to a maximum of 30 days.

25 65. As a result of Defendants' conduct, Plaintiff and the Separated Subclass Members
26 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
27 earned prior to separation in violation of Labor Code § 201 or § 202.

28

66. As a result of Defendants' conduct, Plaintiff and the Separated Subclass Members have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty wages owed to them in violation of Labor Code § 203.

67. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the Separated Subclass Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and reasonable attorneys' fees and costs of suit. Plaintiff and the Separated Subclass Members are entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under Labor Code § 218.6 and/or Civil Code § 3287(a).

SEVENTH CAUSE OF ACTION

Failure to Produce Timely Personnel File and/or Wage Statements

(By Plaintiff and the Denied File Request Subclass Members against Defendant Employer's Outsourcing, LLC)

68. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

69. Employers in California are required to "maintain a copy of each employee's personnel records" and to make a current or former "employee's personnel records available for inspection, and, if requested by the employee or his or his representative, provide a copy thereof." Labor Code § 1198.5(c)(1)(3). "Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee." Labor Code § 1198.5(a). Employers are also required to provide employees, upon request, with a copy of any instrument that they signed as an employee or applicant, relating to the obtaining or holding of employment, pursuant to Labor Code § 432.

70. Employers are required to "make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request." Labor Code § 1198.5(b)(1).

71. Employers in California are required to keep on file for at least three years at the place of employment or at a central location within the State of California copies of itemized wage statements that accurately show all of the information as mandated under Labor Code § 226(a).

1 Pursuant to Labor Code § 226(b), a former employee has the right to inspect or receive a copy of
2 records pertaining to their employment, upon reasonable request to the employer, but no later than
3 21 days pursuant to Labor Code § 226(c).

4 72. Plaintiff initially requested his personnel file and wage statements from Defendant
5 EO on December 23, 2025. The mailing was sent to both the principal address and mailing address
6 for Defendant EO.

7 73. Plaintiff made a second request for his personnel file and wage statements from
8 Defendant EO on January 29, 2026. Again, the mailing was sent to the principal address and
9 mailing address for Defendant EO. To date, no response has been received from Defendant EO;
10 Defendant EO has failed to provide Plaintiff with his personnel file.

11 74. On or about March 18, 2026, a letter was received from the law firm of Korey Law
12 LLP that stated “please find the documents responsive to your records request for payroll records
13 and the personnel file for Jorge Antonio Ortiz attached hereto.” However, only pay records were
14 provided along with copies of the originally sent request letters from Plaintiff’s counsel to EO – no
15 personnel file documents have been provided.

16 75. Upon information and belief, Defendant EO has a pattern and practice of failing to
17 comply timely with employee requests for their personnel files and/or wage statements. Plaintiff
18 has been prejudiced in his efforts to obtain relief by his inability to access critically employment
19 information.

20 76. Defendant EO has violated Labor Code § 1198.5 by failing to provide employee
21 personnel records within thirty (30) days of the initial request for their production. As a result,
22 Plaintiff and each of the Denied File Request Subclass Members are entitled to recover the seven-
23 hundred and fifty dollar (\$750) penalty from Defendant EO as provided by Labor Code §1198.5(k),
24 as well as to recover costs and reasonable attorneys’ fees provided by Labor Code § 1198.5(l).

25 77. Defendant EO has violated Labor Code § 226 by failing to provide wage statements
26 within twenty-one (21) days of the initial request for their production. As a result, Plaintiff and
27 each of the Denied File Request Subclass Members are entitled to recover the seven-hundred and
28 fifty dollar (\$750) penalty from Defendant EO provided by Labor Code § 226(f), as well as to

1 recover costs and reasonable attorneys' fees and injunctive relief, as provided by Labor Code §
2 226(h).

EIGHTH CAUSE OF ACTION
Violation of California's Unfair Competition Law ("UCL")
[Cal. Bus. & Prof. Code § 17200, *et seq.*]
(By Plaintiff and the Class Members against all Defendants)

5 78. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

6 79. Plaintiff brings this claim on behalf of himself and all others similarly situated in his
7 representative capacity against Defendants and Does 1 through 100, for their unlawful business acts
8 and/or practices pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL"), which prohibits
9 all unlawful business acts and/or practices.

10 80. Defendants are each a "person," as that term is defined under Cal. Bus. & Prof.
11 Code § 17021.

12 81. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business
13 act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with
14 respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in
unfair competition may be enjoined in any court of competent
jurisdiction. The court may make such orders or judgments,
including the appointment of a receiver, as may be necessary to
prevent the use or employment by any person of any practice which
constitutes unfair competition, as defined in this chapter, or as may
be necessary to restore to any person in interest any money or
property, real or personal, which may have been acquired by means
of such unfair competition.

20 Cal. Bus. & Prof. Code § 17203.

21 82. By the conduct alleged herein, Defendants have engaged and continue to engage in
22 business practices that are unfair, deceptive, and/or violate California law, including but not limited
23 to, I.W.C. Wage Order No. 7, the California Code of Regulations, and the California Labor Code,
24 including §§ 201-204, 226, 226.7, 432, 510, 512, 558, 1194, 1197, 1198, 1198.5, and 2802 thereof,
25 for which this Court should issue declaratory and other equitable relief, pursuant to Cal. Bus. &
26 Prof. Code § 17203, as may be necessary to prevent and remedy the conduct held to constitute
27 unfair competition, including restitution of wages and premium pay wrongfully withheld.
28

1 83. By the conduct alleged herein, Defendants' practices were and are unlawful, unfair
2 and deceptive, in that these practices have violated public policy, are immoral, unethical,
3 oppressive, unscrupulous or substantially injurious to employees, and are without valid justification
4 or utility, for which this Court should issue equitable and injunctive relief pursuant to Cal. Bus. &
5 Prof. Code § 17203, including restitution of wages and premium pay wrongfully withheld.

6 84. By the conduct alleged herein, Defendants' practices were and are unlawful,
7 deceptive and/or fraudulent, in that Defendants under their uniform policies and practices have
8 failed to pay Plaintiff and the Class Members minimum wages and overtime wages at the lawful
9 rate of pay for all time actually worked, have failed to provide lawful, uninterrupted, duty-free meal
10 periods and to authorize and permit compliant paid duty-free rest periods, have failed to pay
11 premiums due in lieu of meal periods and/or rest periods, have failed to pay wages earned each and
12 every pay period, have failed to provide accurate and compliant itemized wage statements, have
13 failed to reimburse incurred business expenses, and have failed to pay all wages owed upon
14 separation of employment, and have failed to provide records, signed documents and wage
15 statements upon request, as alleged herein, pursuant to the applicable Cal. Lab. Code, and I.W.C.
16 requirements in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, and for which this Court
17 should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
18 restitution of wages and premium pay wrongfully withheld.

19 85. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
20 deceptive, in that Defendants' employment practices have caused Plaintiff and the Class Members
21 to be underpaid during their employment with Defendants and have created a false record that does
22 not accurately reflect the hours worked by employees.

23 86. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
24 deceptive, in that Defendants' uniform policies, practices and procedures have failed to provide
25 mandatory meal periods and/or to authorize and permit compliant rest periods to Plaintiff and the
26 Class Members or to pay premium wages in lieu thereof.

27 87. By and through the unlawful and unfair business practices described herein,
28 Defendants have obtained valuable property, money and services from Plaintiff and the Class

1 Members, including earned wages for all minimum wages, overtime wages, meal period and rest
2 period premium wages, and have deprived them of valuable rights and benefits guaranteed by law
3 and contract, all to the detriment of these employees and to the benefit of Defendants, so as to
4 allow Defendants to unfairly compete against competitors who comply with California laws.

5 88. All of the acts described herein as violations of, among other things, the I.W.C.
6 Wage Orders, the California Code of Regulations, and the Cal. Labor Code, are unlawful and in
7 violation of public policy, are immoral, unethical, oppressive and unscrupulous, are deceptive, and
8 thereby constitute unlawful, unfair, and/or deceptive business practices, in violation of the UCL.

9 89. Plaintiff and the Class Members are entitled to, and do, seek such relief as may be
10 necessary to restore to them the money and property that Defendants have acquired, or of which
11 Plaintiff and the Class Members have been deprived, by means of the above described unlawful
12 and unfair business practices, including earned but not limited to unpaid wages for all time worked.

13 90. Plaintiff and the Class Members are further entitled to, and do, seek a declaration
14 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
15 should be issued, restraining Defendants from engaging in any such unlawful and unfair business
16 practices in the future.

17 91. Plaintiff and the Class Members have no plain, speedy and/or adequate remedy at
18 law that will end the unlawful and unfair business practices of Defendants. Further, the practices
19 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
20 practices described herein, Plaintiff and the Class Members have suffered and will continue to
21 suffer irreparable legal and economic harm unless Defendants are restrained from continuing to
22 engage in these unlawful and unfair business practices.

23 92. Wherefore, Plaintiff and the other Class Members are entitled to equitable relief,
24 including restitution, disgorgement, attorneys' fees and litigation costs, declaratory relief, and a
25 permanent injunction enjoining Defendants from their unlawful, deceptive and/or unfair activity.

26
27
28

NINTH CAUSE OF ACTION
Violation of the Private Attorneys General Act
[Cal. Bus. & Prof. Code §§ 2698 *et seq.*]
(By Plaintiff and the Class Members against all Defendants)

93. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

94. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

95. Plaintiff bring this Representative Action on behalf of the State of California with respect to himself and all hourly, non-exempt employees at a warehouse located at: 5665 Dennis McCarthy Drive, Lebec, California 93243 at any time since May 7, 2025, and who are Class Members (the "Aggrieved Employees").

96. On May 7, 2026, Counsel for Plaintiff on behalf of Jorge Ortiz, Jr. gave written notice by online filing to the LWDA and the employer via U.S. Certified Mail, Return-Receipt of the specific code provisions alleged to have been violated as required by Labor Code § 2699.3. (*See Exhibit 1*). The statutory waiting period to commence this action has expired. As a result, pursuant to § 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to § 2699 as the proxy of the State of California with respect to all Aggrieved Employees as herein defined.

97. The policies, acts, and practices heretofore described were and are an unlawful business act or practice because of Defendants failure to pay all minimum wages and overtime wages at the lawful regular rate of pay for all work performed, failure to provide compliant duty-free meal periods and failure to authorize and permit rest periods, failure to reimburse required business expenses (including but not limited to, reflective yellow safety vests), failure to pay all

1 wages owed each and every pay period, failure to provide accurate, compliant, itemized wage
2 statements, failure to provide the “Workplace Know Your Rights Act” notice, and failure to pay all
3 wages owed upon separation of employment and thereby gives rise to statutory penalties as a result
4 of such conduct. Plaintiff hereby seeks recovery of civil penalties as prescribed by PAGA as the
5 representatives of the State of California for the illegal conduct perpetrated on Plaintiff and the
6 other Aggrieved Employees, against whom one or more of the violations of the California Labor
7 Code was committed.

8 **PRAYER FOR RELIEF**

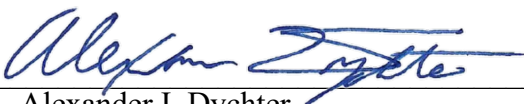
9 WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for
10 judgment against Defendants as follows:

- 11 A. An order certifying this case as a class action;
- 12 B. An order appointing Plaintiff as representative for the Class and Sub-Classes;
- 13 C. An order appointing Plaintiff’s counsel as counsel for the Class;
- 14 D. Damages for unpaid minimum wages and overtime wages;
- 15 E. Civil Penalties under Labor Code § 226(e);
- 16 F. Damages for unpaid premium pay owed for duty-free meal periods that Defendants
17 failed to provide, pursuant to Labor Code § 226.7;
- 18 G. Damages for unpaid premium pay owed for paid, duty-free rest periods that
19 Defendants failed to authorize and permit, pursuant to Labor Code § 226.7;
- 20 H. Reimbursement for expenditures and/or losses under Labor Code § 2802;
- 21 I. Damages for unpaid final wages, under Labor Code § 201 and/or § 202;
- 22 J. Penalty continuation wages, under Labor Code § 203;
- 23 K. Penalties for failing to produce timely personnel files in response to written requests,
24 under Labor Code § 1198.5;
- 25 L. Penalties for failing to produce timely wage statements upon written request, under
26 Labor Code § 226;
- 27 M. Penalties for failing to produce timely documents signed upon written request, under
28 Labor Code § 432;

- 1 N. Restitution and/or disgorgement of unpaid wages at the agreed upon and legal rates,
2 under Cal. Bus. & Prof. Code § 17203;
3 O. Liquidated damages, under Labor Code § 1194.2;
4 P. Injunctive relief, under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200, *et*
5 *seq.*, requiring that Defendants provide compliant, itemized wage statements, and
6 cease and desist from their other unlawful and/or unfair employment practices;
7 Q. Recovery of civil penalties as prescribed by PAGA;
8 R. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code §
9 2699(g);
10 S. Pre-judgment and post-judgment interest at the maximum legal rate;
11 T. Reasonable attorneys' fees;
12 U. Costs of suit; and,
13 V. Such other relief as the Court may deem just and proper.

14 Dated: July 16, 2026

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

16
17 By: 
18 Alexander I. Dychter
Attorneys for Plaintiff Jorge Ortiz, Jr.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff demands a trial by jury for himself and the Class on all claims so triable.
21

22 Dated: July 16, 2026

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

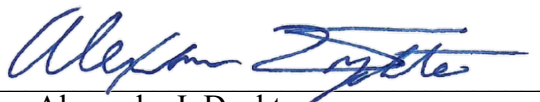
24
25 By: 
26 Alexander I. Dychter
Attorneys for Plaintiff Jorge Ortiz, Jr.

EXHIBIT 1

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Thu 5/7/2026 7:48 PM
To Alexander Dychter <alex@dychterlaw.com>

5/7/2026

LWDA Case No. LWDA-CM-1176084-26
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Jorge Ortiz, Jr.
Employer: Employer's Outsourcing, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:
https://urldefense.proofpoint.com/v2/url?u=https-3A_www.dir.ca.gov_dosh_complaint.htm&d=DwlFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=4s486Ekag7Jqjb3sr1vHZsQo-Y4tTDpZqRAH_p9vtEE&m=VGuz4k-x3OvPqt0EPKo6xDLyshPGYRwrN1AhPyX79S6NUZWgJvLxvP3SzWxEmYlv&s=upz0sA9j2S7Ky253rzW7vsqpY892gA_c5dnF4eXZi7E&e=

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A_labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwlFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=4s486Ekag7Jqjb3sr1vHZsQo-Y4tTDpZqRAH_p9vtEE&m=VGuz4k-x3OvPqt0EPKo6xDLyshPGYRwrN1AhPyX79S6NUZWgJvLxvP3SzWxEmYlv&s=zO83eVcUMlc7rAZdeyqv2Pd9vAaMHSSLUVftApiHDKI&e=

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Thu 5/7/2026 7:48 PM
To Alexander Dychter <alex@dychterlaw.com>

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1176084-26
Submission Type: PAGA Notice
Order Number: ORD-000359218
Total:\$75.00
Card Type: Visa
Date: 5/7/2026

Billing Information

Name: Alexander Dychter
Email: alex@dychterlaw.com
Billing Address:
9820 Willow Creek Road, Suite 275
San Diego, California
92131

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☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To EMPLOYERS OUTSOURCING, LLC c/o CT CORP SYSTEM	
Street and Apt. No., or PO Box No. 330 N. BRAND BLVD, STE 700	
City, State, ZIP+4 [®] GLENDALE, CA 91203	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
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Total Postage and Fees \$	
Sent To KITE STAFF INC. c/o PETER LUGO	
Street and Apt. No., or PO Box No. 1307 W. 6 TH ST., SUITE 201	
City, State, ZIP+4 [®] CORONA, CA 92882	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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☐ Return Receipt (electronic) \$	
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☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To ROMEO & LAYLA WAREHOUSING, INC. c/o GENE SAWAYA	
Street and Apt. No., or PO Box No. 5665 DENNIS MCCARTHY DRIVE	
City, State, ZIP+4 [®] LIVERMORE, CA 94551	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Employer's Outsourcing, LLC
c/o C T Corporation System
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203



9590 9402 5498 9249 1751 46

2. Article Number (Transfer from service label)

9589 0710 5270 1415 5660 96

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

MAY 12 2026

Delivery Service

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Romeo & Layla Warehousing, Inc.
c/o: Gene Sawaya
5665 Dennis McCarthy Drive
Lebec, CA 93243



9590 9402 5498 9249 1751 53

2. Article Number (Transfer from service label)

9589 0710 5270 1415 5661 19

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

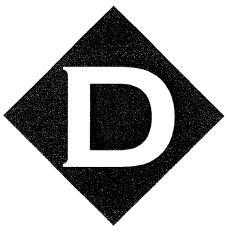
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



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LAW OFFICES**
A PROFESSIONAL CORPORATION

9820 WILLOW CREEK ROAD, SUITE 275, SAN DIEGO, CALIFORNIA 92131
TEL 619.487.0777 | FAX 619.330.1827

May 7, 2026

VIA ONLINE PORTAL FILING ONLY

California Labor & Workforce Development Agency ("LWDA")

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[9589 0710 5270 1415 5660 96]

Employer's Outsourcing, LLC
c/o: C T Corporation System
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[9589 0710 5270 1415 5661 02]

Rite Staff Inc.
c/o: Peter Lugo
1307 W. 6th St., Ste., 201
Corona, CA 92882

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[9589 0710 5270 1415 5661 19]

Romeo & Layla Warehousing, Inc.
c/o: Gene Sawaya
5665 Dennis McCarthy Drive
Lebec, CA 93243

Re: Notice of Violations of California Labor Code Sections 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1550-1559, 2802, 6401.7, 6401.9; Industrial Welfare Commission Wage Order(s), And Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam,

Our office represents Plaintiff Jorge Ortiz, Jr. (the "Plaintiff") and other aggrieved employees in a class action lawsuit against Defendants EMPLOYER'S OUTSOURCING, LLC ("EO"), RITE STAFF INC. ("RS"), and ROMEO & LAYLA WAREHOUSING, INC. ("R&L") (collectively, the "Defendants" or "employer") in the State of California.

Plaintiff and other employees were employed as hourly, non-exempt employees at a warehouse located at: 5665 Dennis McCarthy Drive, Lebec, CA 93243. Defendants have failed to pay minimum wages and overtime wages at the lawful regular rate of pay for all work performed, failed to provide compliant duty-free meal periods, failed to authorize and permit rest periods, failed to reimburse required expenses, failed to pay all wages owed each and every pay period, failed to provide accurate, compliant, itemized wage statements, failed to pay all wages owed upon separation of employment, failed to pay all owed sick pay at the lawful regular rate of pay, failed to comply with the notice and record keeping requirements in the "Workplace Know Your Rights Act" (see CA Labor Code Sect.

1550-1559) all in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee Jorge Ortiz, Jr. (“Plaintiff” or “Employee”) was employed by Defendants as an hourly, non-exempt employee at its warehouse located at: 5665 Dennis McCarthy Drive, Lebec, CA 93243 in the County of Kern, California from approximately August 2025 until his separation on or about April 2026. Plaintiff unloaded merchandise from semi-trailers and organized the product in the warehouse, on and off pallets. The merchandise comes from businesses such as Macy’s, JCPenney, Kohl’s, dd’s Discounts, Ross Dress for Less, TJ Maxx, etc. Plaintiff earned approximately \$16.50 per hour and was employed on a full-time basis.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked in Violation of Labor Code Sections 1194 and 1197

Plaintiff alleges that during his employment, employer failed to pay his and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Plaintiff alleges that during his employment, employer failed to pay his and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to employer’s policies, practices, and/or procedures. Specifically, Plaintiff alleges that he was required to wait in line at the start of his work shift, along with several hundred other aggrieved employees, in order to clock-in. Plaintiff was not paid for the 5-15 minutes each day that he was required to wait in line in order to be able to clock-in at the warehouse for the start of his shift. Similarly, when Plaintiff returned from a clocked-out meal break he again was required to wait in line, along with other aggrieved employees, in order to clock back in from his unpaid lunch break. As a result, employer has failed to pay Plaintiff and the aggrieved employees the wages due to them when they are subject to the employers’ control while they are waiting in line to clock in or back in.

Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer’s failure to pay minimum wage for all the hours Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer’s aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency

("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5, and 9).

2. Failure to Pay Overtime Wages for Overtime Hours Worked and/or Failure to Pay Overtime Wages at the Proper Overtime Rate of Pay in Violation of Labor Code Section 510 and 1194

Employee alleges that during his employment, Employer failed to pay his and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during his employment, Employer failed to pay his and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer's policies, practices, and/or procedures. Specifically, Plaintiff alleges that he was required to wait in line at the start of his work shift, along with several hundred other aggrieved employees, in order to clock-in. Plaintiff was not paid for the 5-15 minutes each day that he was required to wait in line in order to be able to clock-in at the warehouse for the start of his shift. Similarly, when Plaintiff returned from a clocked-out meal break he again was required to wait in line, along with other aggrieved employees, in order to clock back in from his unpaid lunch break. As a result, employer has failed to pay Plaintiff and the aggrieved employees the overtime wages due to

them when they are subject to the employers' control while they are waiting in line to clock in or back in.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay overtime wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, and 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendants violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5, and 9).

3. *Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 7, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If

an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 7, §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.
- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.
- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over fifteen (15) hours.
- Due to an insufficient number of time clocks at the warehouse, Plaintiff and the aggrieved employees were required to wait in line to clock back in from their meal periods, in order to be back to work in compliance with Defendants' allocated 30-minute meal time, which is the total time allowed to be back to work. As a result, the actual meal period provided is consistently less than 30 minutes and class members work off the clock.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 7 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 and 5).

4. *Failure to Authorize or Permit Rest Periods and/or Failure to Pay Rest Period Premiums in Violation of Labor Code Section 226.7*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires 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. The authorized 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....” Wage Order 7, § 12. “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates Employer to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 7 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a net ten (10) minute uninterrupted duty-free rest breaks for every four (4) hours worked or major fraction thereof.
- Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Plaintiff and similarly situated employees work shifts over ten (10) hours.
- Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a fourth uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Plaintiff and similarly situated employees work shifts over fourteen (14) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 7 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant’s violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 and 5).

5. Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802

Employees allege that during their employment, Employers failed to indemnify him and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code section 2802(a) states, “An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer...”

Employees allege that during their employment, Employers failed to indemnify him and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties due to Employers’ policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to use or purchase their own tools and/or resources in order to work for Employers, including but not limited to yellow safety vests for work-related purposes - without reimbursing Employee and other current and former aggrieved California-based hourly non-exempt employees for such use.

Employers’ aforementioned policies, practices, and/or procedures resulted in Employees and other current and former aggrieved California-based employees not receiving indemnification for employment-related expenditures, in violation of Labor Code 2802.

Based on this violation, Employees will seek both restitution for themselves and other current and former aggrieved California-based employees for Employers’ violations of Labor Code section 2802 and will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

6. Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code § 204

Employee alleges that during his employment, Employer failed to timely pay Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee’s claims above, Employee alleges that Employer failed to timely pay his and other current and former aggrieved California-based hourly non-exempt employees’ earned wages (including minimum wages, overtime wages, meal period premium wages, rest period premium wages, and/or sick pay), in violation of Labor Code section 204. Employer’s aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and

former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

7. Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code § 226

Labor Code section 226(a) states that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or his employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or his social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, rest period premium wages, and/or sick pay), as such failures rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5, and 9).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. Failure to Timely Pay All Earned Wages Due at Time of Separation of Employment in Violation of Labor Code §§ 201, 202, and 203

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

Employers committed direct violations of Labor Code section 203, through their policies, practices, and/or procedures, including, but not limited to failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees' final wages upon their separation from Employers.

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee's separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. *Employer's Other Violations of the California Labor Code, including but not limited to, 6401.7, 6401.9 and 1550 – 1559 (the "Workplace Know Your Rights Act")*

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Labor Code Section 1553 (the "Workplace Know Your Rights Act") states, in pertinent, part that:

"(a) On or before February 1, 2026, and annually thereafter, an employer shall provide a stand-alone written notice to each current employee pursuant to this section in a manner the employer normally uses to communicate employment-related information. The notice may include, but is not limited to, personal service, email, or text message, if it can reasonably be anticipated to be received by the employee within one business day of sending. The written notice shall also be provided to each new employee upon hire. Written notice shall also be annually provided to the employee's authorized representative, if any, by either electronic or regular mail. The notice shall contain a description of workers' rights in the following areas:

- (1) The right to workers' compensation benefits, including disability pay and medical care for work-related injuries or illness, as well as the contact information for the Division of Workers' Compensation.
- (2) The right to notice of inspection by immigration agencies pursuant to subdivision (a) of Section 90.2.
- (3) Protection against unfair immigration-related practices against a person exercising protected rights.
- (4) The right to organize a union or engage in concerted activity in the workplace.

(5) Constitutional rights when interacting with law enforcement at the workplace, including an employee's right under the Fourth Amendment to the United States Constitution to be free from unreasonable searches and seizures and rights under the Fifth Amendment to the United States Constitution to due process and against self-incrimination.

(b) The notice shall also contain both of the following:

(1) A description of new legal developments pertaining to laws enforced by the Labor and Workforce Development Agency that the Labor Commissioner deems material and necessary. The Labor Commissioner shall include a list of those developments, if any, in the template notice described in paragraph (a) of Section 1554.

(2) A list, developed by the Labor Commissioner, of the enforcement agencies that may enforce the underlying rights in the notice. The Labor Commissioner shall include this list in the template notice described in paragraph (a) of Section 1554.

(c) The written notice shall be provided to an employee in the language the employer normally uses to communicate employment-related information to the employee and which the employee understands if the template notice is available in that language on the Labor Commissioner's internet website. If the template notice is not available in that language, then the written notice may be provided in English.

(d) An employer may, in addition to the required written notice, choose to provide a link to, or show, the video developed by the Labor Commissioner's office pursuant to subdivision (b) of Section 1554.

(e) An employer shall keep records of compliance with the requirements of this section for three years, including the date that each written notice is provided or sent."

Employer failed to provide the notice and disclosures to Plaintiff and the other aggrieved employees as mandated under California Labor Code Sections 1550-1559, and is therefore liable for penalties pursuant to Labor Code Section 1558.

CONCLUSION

This Notice Letter is provided to enable the Plaintiff to proceed with the Complaint filed in the Superior Court of California – County of Kern on May 7, 2026, against Defendants as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved employees who worked for Defendants as hourly, non-exempt employees at the warehouse facility located at 5665 Dennis McCarthy Dr., Lebec, California. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorneys General Statute of 2004 on behalf of Plaintiff and all aggrieved Class Members.

For the convenience of the LWDA and its investigation, Plaintiff is providing a true and correct copy of the Complaint filed by Plaintiff on May 7, 2026 in the Superior Court of California – County of Kern which is attached hereto as **Exhibit 1**, which also **(i)** identifies the alleged violations, **(ii)** details the facts and theories which support the alleged violations, **(iii)** details the specific work performed by Plaintiff, **(iv)** sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and **(v)** sets forth the illegal practices used by Defendants. This information provides additional notice to the LWDA of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint (**Exhibit 1**) into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

Attachment of **Exhibit 1** herein is **NOT** meant to act as “service” of the Complaint on Defendants.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,
DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

A handwritten signature in black ink, consisting of a series of loops and a horizontal line, positioned above the printed name.

Alexander I. Dychter, Esq.
Attorneys for Plaintiff Jorge Ortiz, Jr.

encl: Exhibit 1 = copy of Complaint filed on May 7, 2026

Jorge Ortiz, Jr. v. Employer's Outsourcing, LLC, et al.
Superior Court of California, County of Kern
(Case No. 26CUB01800)

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF KERN

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 9820 Willow Creek Road, Suite 275, San Diego, California 92131.

On the date of execution hereof, I caused to be served the following attached document:

FIRST AMENDED COMPLAINT

on the interested parties in this action, addressed as follows:

Defendants:

Co-Counsel for Plaintiff:

Employer's Outsourcing, LLC
c/o: C T Corporation System
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203-2336

Mr. Walter L. Haines, Esq.
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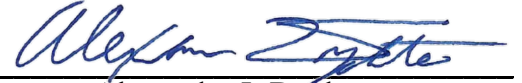
Romeo & Layla Warehousing, Inc.
Mr. Greguar Ozhekim, Esq.
Oz Law Group, Inc.
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Woodland Hills, CA 91367-4911
Tel: (818) 712-9000
E-Mail: oz@ozlawgroup.com
E-Mail: gilmore@ozlawgroup.com

Using the following service method(s):

- ☒ **BY REGULAR U.S. MAIL TO Defendant Employer's Outsourcing, LLC:** I placed for deposit at a USPS drop-box this same day, following ordinary business practices.
- ☒ **BY ELECTRONIC SERVICE TO Defendants Rite Staff, Inc. and Romeo & Layla Warehousing, Inc. and Co-Counsel for Plaintiff:** Based upon an agreement between these parties to this action, the individuals listed above were served electronically with the document(s) listed above *via e-mail only*. The transmission was reported as complete and without error. My electronic notification address is: Alex@DychterLaw.com

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on July 16, 2026 at San Diego, California.

4 
5 Alexander I. Dychter