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16 Attorneys for Plaintiff EARNELL WORTHY
17 on behalf of the general public as private attorney general,

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN BERNARDINO**

20 EARNELL WORTHY, on behalf of the
21 general public as private attorney general,

22 Plaintiff,

23 v.

24 UC GLOBAL TRADE INC.; NATIONAL HR
25 SOLUTIONS, INC.; MOTIVE
26 OUTSOURCING LLC; and DOES 1-50,
27 inclusive,

28 Defendants.

Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
7/21/2026 5:26 PM
By: Makeda Joyeux, DEPUTY

CASE NO.: CIVRS2606804

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

1 Plaintiff EARNELL WORTHY (“Plaintiff”), on behalf the general public and all non-
2 exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against Defendants UC GLOBAL TRADE INC.; NATIONAL HR
4 SOLUTIONS, INC.; MOTIVE OUTSOURCING LLC; and DOES 1-50, inclusive, (collectively
5 “Defendants”) as follows:

6 **I. INTRODUCTION**

7 1. This is a representative action for recovery of penalties under the Private Attorneys
8 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
9 employees” to bring a lawsuit as a representative action on behalf of the general public as private
10 attorney general and all other current and former aggrieved employees, to recover civil penalties
11 and address an employer’s violations of the California Labor Code.

12 2. In this case, Defendants violated various provisions of the California Labor Code.
13 As set forth below, Defendants implemented policies and practices which led to Defendants’:
14 (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work
15 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
16 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
17 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
18 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
19 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
20 accurate itemized wage statements; and (f) failing to reimburse expenses. As a result, Plaintiff
21 seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney
22 general and all other aggrieved employees.

23 **II. JURISDICTION AND VENUE**

24 3. The California Superior Court has jurisdiction over this action pursuant to
25 California Constitution Article VI, Section 10, which grants the Superior Court “original
26 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
27 which this action is brought do not give jurisdiction to any other court.

28 4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to San Bernardino County, and each Defendant is within the jurisdiction of this Court
7 for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff
8 and all other aggrieved employees within the State of California. Defendants employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present (“liability period”), Defendant consistently maintained and enforced against
21 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
24 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
25 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
26 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
27 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay
28 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage

1 statements; and (f) failing to reimburse expenses.

2 9. Plaintiff on behalf of the general public as private attorney general and all other
3 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
4 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 432,
5 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys'
6 fees and costs.

7 **III. PARTIES**

8 **A. Plaintiff**

9 10. Plaintiff, EARNELL WORTHY, was employed by Defendants in approximately
10 January 10, 2026 as a Non-Exempt Employee with the title of Forklift Operator and Warehouse
11 Worker and worked during the liability period for Defendant until Plaintiff's separation from
12 Defendant's employ in approximately February 3, 2026.

13 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were
14 regularly required to and subsequently suffered:

15 a) perform work subject to the control of the employer without being compensated all
16 wages including overtime and minimum wages, all in violation of California labor laws,
17 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

18 b) work without being permitted or authorized a minimum ten-minute rest period for
19 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
20 regular rate of compensation for each workday that a rest period was not provided, all in
21 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage
22 Orders ("IWC");

23 c) work in excess of five and ten hours per day without being provided meal periods
24 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that
25 a meal period was not provided, all in violation of California labor laws, regulations, and the
26 Industrial Welfare Commission Wage Orders ("IWC");

27 d) failing to pay wages, including overtime and minimum wages;

28 e) failing to provide accurate itemized wage statements;

- f) failing to timely pay Plaintiff and Aggrieved Employees; and
- g) not reimbursed business expenses.

On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, reporting time wages, gratuity wages and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

12) Defendants UC GLOBAL TRADE INC. operates as freight and logistics business. operate as insulation and building supplies distributors. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

13) Defendants NATIONAL HR SOLUTIONS, INC. and MOTIVE OUTSOURCING LLC operate as staffing and recruiting agency businesses. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

14) Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, 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. Plaintiff will amend this complaint when their true names and capacities are ascertained.

15) Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried 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

1 defendants.

2 **IV. GENERAL ALLEGATIONS**

3 16) At all times set forth herein, Defendants employed Plaintiff and other persons in the
4 capacity of non-exempt positions, however titled, throughout the state of California.

5 17) Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
6 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
7 rules and regulations of the IWC California Wage Orders.

8 18) Defendants continue to employ Non-Exempt Employees, however titled, in
9 California and implement a uniform set of policies and practices to all non-exempt employees, as
10 they were all engaged in the job duties related to Defendants' freight and logistics business and
11 staffing and recruiting agency businesses.

12 19) Plaintiff is informed and believes, and thereon alleges, that Defendants are and
13 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
14 of the requirements of California's wage and employment laws.

15 20) Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
16 Employees are citizens of the state of California.

17 21) During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
18 Employees based upon an hourly rate.

19 22) Defendants failed to properly compensate Plaintiff, and Aggrieved Employees, at
20 their correct hourly rate of pay. For instance, Plaintiff was promised \$19.00 per hour as his hourly
21 rate of pay, but was incorrectly paid \$18.00 per hour, despite confirmation from his recruiter and
22 management that his pay would be corrected to reflect the promised \$19.00 per hour. Defendants'
23 failure to properly pay Plaintiff and Aggrieved Employees their accurate hourly rate has resulted
24 in underpayment of promised wages owed to Plaintiff and Aggrieved Employees. As discussed
25 below, this underpayment of promised wages has resulted in inaccurate wage statements, among
26 other issues.

27 23) Plaintiff and the Aggrieved Employees were regularly required to work shifts in
28 excess of five hours without being provided a lawful meal period and over ten hours in a day

1 without being provided a second lawful meal period as required by law.

2 24) Plaintiff and Aggrieved Employees missed meal breaks often. Meal breaks were
3 often interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay
4 premium wages for missed, short or late meal breaks.

5 25) Indeed, during the relevant time, as a consequence of Defendants' staffing and
6 scheduling practices, work demands, and Defendants' policies and practices, Defendants
7 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
8 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

9 26) Similarly, as a consequence of Defendants' staffing and scheduling practices, work
10 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
11 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
12 required by law.

13 27) On information and belief, Plaintiff and Aggrieved Employees did not waive their
14 rights to meal periods under the law.

15 28) Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
16 meal periods.

17 29) Plaintiff and Aggrieved Employees were not given any meal periods, despite
18 having meal periods auto deducted on time records. Plaintiff's manager would deduct 30 minutes
19 for meal breaks from Plaintiff's paper timesheet on the days that Plaintiff did not take a meal
20 break due to work demands and interruptions. Despite the lack of meal period, Defendants would
21 alter Plaintiff's timesheet to record a clock out and clock in time for Plaintiff's lunch break.

22 30) Despite the above-mentioned meal period violations, Defendants failed to
23 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
24 one additional hour of pay at their regular rate as required by California law when meal periods
25 were not timely or lawfully provided in a compliant manner.

26 31) Plaintiff are informed and believe, and thereon alleges, that Defendants know,
27 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
28 were entitled to receive premium wages based on their regular rate of pay under Labor Code

1 §226.7 but were not receiving such compensation.

2 32) In addition, during the relevant time frame, Plaintiff and the Non-Exempt
3 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
4 period for every four hours worked or major fraction thereof, including third rest breaks which is a
5 violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the
6 aforementioned ten (10) hour and above work days.

7 33) Defendants maintained and enforced scheduling practices, policies, and imposed
8 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
9 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
10 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
11 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

12 34) Despite the above-mentioned rest period violations, Defendants did not compensate
13 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
14 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
15 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
16 permitted. Plaintiff was required to remain on duty through his available rest breaks and he would
17 be required to drive on the road during his rest periods.

18 35) Plaintiff was denied his rest periods as Defendants forced Plaintiff and Aggrieved
19 Employees to work through rest periods. Plaintiff was often told to finish his tasks before he could
20 take a break, despite working through his breaks.

21 36) Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
22 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
23 to conduct pre-shift and post-shift work activities. For instance, Plaintiff would prepare for his
24 shift and begin work activities prior to clocking in. Similarly, Plaintiff would clock-out and
25 continue working on occasion to assist with work tasks that were not completed. Plaintiff was not
26 compensated for this time spent working off the clock.

27 37) Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
28 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock

1 work spent on Plaintiff's personal cell phone for work related purposes. For instance, the company
2 required use of personal cell phones for work related matters such as communicating with
3 management. Plaintiff was not compensated for this time spent working off-the-clock.

4 38) Defendants also failed to provide accurate, lawful itemized wage statements to
5 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
6 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
7 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
8 Plaintiff and the Aggrieved Employees' wage statements.

9 39) Defendants also failed to provide accurate, lawful itemized wage statements to
10 Plaintiff and the Aggrieved Employees in part because of the above violations, including
11 Defendants' failure to properly record and pay Plaintiff and Aggrieved Employees their accurate
12 hourly rate of pay. Despite the agreement to pay Plaintiff \$19.00 per hour, Plaintiff's paystubs
13 reflected \$18.00 per hour. This issue was raised to Defendants by Plaintiff and Plaintiff has
14 confirmation that the issue was to be rectified to reflect the correct \$19.00 hourly rate, however,
15 Defendants failed to correct Plaintiff's rate of pay and thus, failed to properly pay Plaintiff his
16 owed wages.

17 40) Furthermore, Defendants also failed to provide accurate, lawful itemized wage
18 statements to Plaintiff and the Aggrieved Employees in part because of the above violations,
19 including the wrong entity name issuing the wage statements and paystubs. For instance, Plaintiff
20 worked at UC Global Trade Inc. through the partnered temp agency NATIONAL HR
21 SOLUTIONS. Oddly, despite working for these entities, paystubs and wage statements were
22 issued under MOTIVE OUTSOURCING LLC, a separate entity that has no 'doing business as'
23 connection to the other entities named in this Complaint. Accordingly, Defendants failed to
24 properly issue wage statements with the correct employer and entity name listed, as required by
25 California law.

26 41) Further, Plaintiff was subjected to the disorganization and unlawful methods of
27 Defendants issuance of his paychecks. Plaintiff was required to pick up checks at different
28 locations or warehouses, without explanation, each time a paycheck was due. Plaintiff had to use

1 his own gas and mileage to drive to varying locations to obtain his paycheck. Defendants failed to
2 communicate why paychecks were being distributed across multiple sites, some of which had
3 nothing to do with Plaintiff's employment at all.

4 42) Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
5 business expenses incurred pursuant to Labor Code section 2802. Plaintiff and Aggrieved
6 Employees were required to use their personal cell phones to carry out their work-related duties
7 while under the direction and control of Defendants. Despite these realities, Defendants failed to
8 reimburse Plaintiff and Aggrieved Employees for the use of personal cell phones for work
9 purposes

10 43) On information and belief, during the relevant time frame, Defendants failed to
11 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
12 the use of necessary equipment. Plaintiff had to pay out of pocket for protective gloves, utility
13 belts, and handheld tools that were necessary to carry out his job duties. Plaintiff was not
14 reimbursed for these out of pocket expenses.

15 44) Moreover, on information and belief, during the relevant time frame, Defendants
16 failed to adequately reimburse Plaintiff and Aggrieved Employees for gas and mileage spent on
17 travel to various sites to retrieve paychecks. Plaintiff was forced to drive to various warehouses
18 and job sites that were not his own to obtain his legally owed paychecks. Defendants failed to
19 reimburse Plaintiff and Aggrieved Employees for the costs spent to obtain their owed paychecks.

20 45) Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
22 thereof for resignations without prior notice as the case may be) they had a duty to accurately
23 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
24 meal and rest period premiums, and that Defendants had the financial ability to pay such
25 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
26 because of the above-specified violations.

27 46) Further, Defendants failed to timely pay Plaintiff and Aggrieved Employees final
28 wages owed, as Plaintiff did not receive his final pay until two weeks following his termination. In

1 fact, to date, Plaintiff is still waiting for his additional check of residuals from the inaccurate
2 hourly pay rate. Plaintiff has text messages from his manager confirming that one day prior to his
3 termination, Defendants agreed they would alter his rate of pay to the correct agreed-upon rate of
4 \$19.00. The following day after receiving this confirmation, Plaintiff was terminated and never
5 paid the correct promised wages owed.

6 47) Upon information and belief, Defendants knew and or should have known that it is
7 improper to implement policies and commit unlawful acts such as:

8 (a) requiring employees to work four (4) hours or a major fraction thereof without
9 being provided a minimum ten (10) minute rest period and without compensating the employees
10 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
11 rest period was not provided;

12 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
13 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
14 and without compensating employees with one (1) hour of pay at the regular rate of compensation
15 for each workday that such a meal period was not provided;

16 (c) failing to pay overtime and minimum wages;

17 (d) failing to provide accurate itemized wage statements;

18 (e) failing to timely pay Plaintiff and Aggrieved Employees; and

19 (f) failing to reimburse business expenses;

20 48) In addition to the violations above, and on information and belief, Defendants knew
21 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
22 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
23 knowingly, recklessly, and/or intentionally failed to do so.

24 49) Plaintiff and Aggrieved Employees they seek to represent are covered by, and
25 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
26 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
27 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*
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1 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
2 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its
3 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in
4 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
5 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
6 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
7 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
8 in a day on the seventh day of work in a particular work week.

9 57) Defendants failed to provide Plaintiff and all other aggrieved employees
10 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
11 and enforced policies of on duty meal period practices which required employees to work during
12 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
13 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
14 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
15 time of trial.

16 58) Plaintiff, and on information and belief, all aggrieved employees, were
17 systematically not permitted or authorized to take ten minute rest periods for every four hours
18 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
19 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
20 hour of wages for every day in which a rest period was missed or untimely as a result of
21 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
22 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
23 Employees, and by failing to provide compensation for such non-provided or shortened rest
24 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
25 226.7, 512 and the applicable IWC Wage Order.

26 59) Defendants also willfully violated Labor Code sections 201-203 by failing to
27 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
28 Defendants to pay their employees all wages due either at time of firing, or within seventy-two

1 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
2 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
3 the subject employee's wages until the back wages are paid in full or an action is commenced.
4 The penalty cannot exceed 30 days of wages.

5 60) Defendants have not paid Plaintiff's final wages owed, to date.

6 61) Plaintiff and all other aggrieved employees who were separated from employment
7 are entitled to compensation for all forms of wages earned, including but not limited to
8 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
9 have not received such compensation, therefore entitling them to penalties under PAGA for
10 violations of Labor Code sections 201-203.

11 62) On information and belief, Defendants willfully failed to pay all wages due and
12 owing upon separation from employment. These wages include but are not limited to regular and
13 overtime wages, and meal and rest period premiums.

14 63) On information and belief, Defendants failed to provide accurate itemized wage
15 statements which failed to include the rate of pay and total hours worked per pay period, failed to
16 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
17 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
18 to Labor Code section 226(a).

19 64) Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
20 and the hours for which they worked for any given pay period.

21 65) Defendants have failed to accurately record all time worked.

22 66) Defendants have also failed to accurately record the meal and rest period premiums
23 owed and all wages owed per pay period.

24 67) Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
25 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
26 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
27 for each violation in a subsequent citation, for which the employer fails to provide the employee a
28 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

1 68) Labor Code section 1197 makes it unlawful to pay an employee less than the
2 minimum wage as established by the Industrial Welfare Commission.

3 69) Labor Code section 1198 provides that the maximum hours of work and the
4 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
5 standard conditions of labor by the commission shall be the maximum hours of work and the
6 standard conditions of labor for employees. The employment of any employee for longer hours
7 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

8 70) The applicable reporting time wages are fixed by the IWC in Wage Order 1.

9 71) In relevant part, Section 5 of the applicable wage order provides:

10 (A) Each workday an employee is required to report for work and does report,
11 but is not put to work or is furnished less than half said employee's usual or scheduled
12 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
rate of pay, which shall not be less than the minimum wage.

13 72) On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
14 Employees for business expenses incurred as described above. Labor Code § 2802 requires
15 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
16 direct consequences of the discharge of his or her duties. Despite these realities of the job,
17 Defendants failed to provide reimbursements.

18 73) Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
19 implied, made by any employee to waive the benefits of this article or any part thereof is null and
20 void, and this article shall not deprive any employee or his or her personal representative of any
21 right or remedy to which he is entitled under the laws of this State.

22 74) Additionally, Defendants have no accurate records relating to aggrieved
23 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
24 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
25 maintain accurate records relating to hours worked daily in violation of Labor Code sections
26 1174(d), 1174.5.

27 75) Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
28 implied, made by any employee to waive the benefits of this article or any part thereof is null and

1 void, and this article shall not deprive any employee or his or her personal representative of any
2 right or remedy to which he is entitled under the laws of this State.”

3 76) Labor Code §1198.5(a) provides that “[e]very current and former employee, or his
4 or her representative, has the right to inspect and receive a copy of the personnel records that the
5 employer maintains relating to the employee’s performance or to any grievance concerning the
6 employee.”

7 77) 1198.5(b)(1) the employer shall make the contents of those personnel records
8 available for inspection to the current or former employee, or his or her representative, at
9 reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the
10 employer receives a written request, unless the current or former employee, or his or her
11 representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
12 records, and the agreed-upon date does not exceed 35 calendar days from the employer’s receipt of
13 the written request. Upon a written request from a current or former employee, or his or her
14 representative, the employer shall also provide a copy of the personnel records, at a charge not to
15 exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer
16 receives the request, unless the current or former employee, or his or her representative, and the
17 employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as
18 long as the agreed-upon date does not exceed 35 calendar days from the employer’s receipt of the
19 written request. Except as provided in paragraph (2) of subdivision (c), the employer is not
20 required to make those personnel records or a copy thereof available at a time when the employee
21 is actually required to render service to the employer, if the requester is the employee.

22 78) 1198.5(k) if an employer fails to permit a current or former employee, or his or her
23 representative, to inspect or copy personnel records within the times specified in this section, or
24 times agreed to by mutual agreement as provided in this section, the current or former employee or
25 the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
26 employer. Here, Defendant failed to furnish such records upon Plaintiff’s request.

27 79) Additionally, Defendant have no accurate records relating to aggrieved employees’
28 work periods, total daily hours worked, total hours worked per payroll period and applicable pay

1 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
2 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

3 80) As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are
4 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
5 worked.

6 81) Plaintiff and the Representative aggrieved Employees are entitled to recover
7 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 10 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 11 2. For reasonable attorneys' fees and costs; and
- 12 3. For such other and further relief as the Court deems proper.
- 13
- 14

15 Dated: July 21, 2026

JAMES HAWKINS APLC

16
17 By: 

18 JAMES R. HAWKINS, ESQ.
19 GREGORY MAURO, ESQ.
20 MICHAEL CALVO, ESQ.
21 LAUREN FALK, ESQ.
22 AVA ISSARY, ESQ.

23 Attorneys for Plaintiff EARNELL WORTHY,
24 on behalf of the general public as private
25 attorney general
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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

May 15, 2026

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

UC GLOBAL TRADE INC.
Agent for Service of Process:
Rong Wang
14225 Telephone Ave Unit D
Chino, CA 91710
Receipt No.: 9589 0710 5270 3636 0550 83

Via Certified Mail

NATIONAL HR SOLUTIONS, INC.
68 Willow Rd.
Menlo Park, California, 94025
Receipt No.: 9589 0710 5270 3636 0550 76

Via Certified Mail

MOTIVE OUTSOURCING LLC
Agent for Service of Process:
UNITED STATES CORPORATION AGENTS, INC.
Sandra Menjivar
500 N Brand Blvd.
Glendale, CA 91203
Receipt No.: 9589 0710 5270 3636 0551 20

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff EARNELL WORTHY, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, UC GLOBAL TRADE INC.; NATIONAL HR SOLUTIONS, INC.; and MOTIVE OUTSOURCING LLC through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint

to be filed in the San Bernardino County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint