

DOUGLAS HAN (SBN 232858)
 SHUNT TATAVOS-GHARAJEH (SBN 272164)
 TALIA LUX (SBN 336074)
 WESLEY GONZALES (SBN 335533)
JUSTICE LAW CORPORATION
 751 N. Fair Oaks Avenue, Suite 101
 Pasadena, California 91103
 Telephone: (818) 230-7502
 Facsimile: (818) 230-7259

Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Los Angeles

09/22/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

DANIEL LARIOS, an individual;

Plaintiff,

v.

BAP LOGISTICS, LLC, a California limited liability company; BLUE ATLANTIC PARTNERS, LP, a California limited partnership; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 24STCV17673

**FIRST AMENDED COMPLAINT
 FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff DANIEL LARIOS (“Plaintiff”) hereby submits his First Amended Complaint
2 against Defendants BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES
3 1 through 100, inclusive (collectively, “Defendants”) for damages as follows:

4 **INTRODUCTION**

5 1. This action is brought for Defendants’ violations of Labor Code sections 201,
6 202, 226(a), 226.7, 2698, *et seq.*, 2800, 2802, 510, 512(a), 1194, 1197 and 1198, and California
7 Business & Professions Code section 17200, *et seq.*, and the IWC Wage Orders.

8 2. The Complaint challenges Defendants’ systemic illegal employment practices
9 resulting in violations of the stated provisions of the Labor Code against Plaintiff.

10 3. Plaintiff is informed and believes and thereon alleges Defendants jointly and
11 severally (1) failed to pay overtime and minimum wages, (2) failed to pay meal and rest period
12 premiums, (3) failed to timely pay wages, (4) failed to provide accurate itemized wage
13 statements, and (5) failed to reimburse business expenses.

14 **JURISDICTION AND VENUE**

15 4. This action is brought pursuant to Labor Code sections 201, 202, 226(a), 226.7,
16 2698, *et seq.*, 2800, 2802, 510, 512(a), 1194, 1197 and 1198, and California Business &
17 Professions Code section 17200, *et seq.*, and the IWC Wage Orders. The monetary damages
18 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
19 and will be established according to proof at trial.

20 5. This Court has jurisdiction over this action pursuant to the California
21 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in
22 all other causes” except those given by statute to other courts. The statutes under which this
23 action is brought do not specify any other basis for jurisdiction.

24 ///

25 ///

26 ///

6. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

7. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of Los Angeles. Defendants employed Plaintiff within the State of California, County of Los Angeles.

PARTIES

8. Plaintiff DANIEL LARIOS is an individual residing in the State of California, County of Los Angeles. Plaintiff was employed as a Driver by Defendants in Los Angeles County in March 2024.

9. Plaintiff is informed and believes and thereon alleges that Defendants are licensed to do business and actually doing business in the State of California, including the County of Los Angeles.

10. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff to be subject to the illegal employment practices, wrongs and injuries complained of herein.

///

///

///

11. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement, authorization and consent of each Defendant designated herein.

12. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to Labor Code sections 201, 202, 226(a), 226.7, 2698, *et seq.*, 2800, 2802, 510, 512(a), 1194, 1197 and 1198 and California Business & Professions Code section 17200, *et seq.*, and the IWC Wage Orders.

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES 1 through 100)

13. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 12, and each and every part thereof with the same force and effect as though fully set forth herein.

14. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

15. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

///

///

1 16. The applicable IWC Wage Order further provides that Defendants are and were
2 required to pay Plaintiff overtime compensation at a rate of two times his regular rate of pay
3 for all hours worked in excess of twelve (12) hours in a day.

4 17. California Labor Code section 510 codifies the right to overtime compensation
5 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
6 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
7 day of work, and overtime compensation at twice the regular hourly rate for hours worked in
8 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
9 of work.

10 18. During the relevant time period set forth herein, Plaintiff worked in excess of
11 eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

12 19. During the relevant time period set forth herein, Defendants intentionally and
13 willfully failed to pay overtime wages owed to Plaintiff.

14 20. Defendants' failure to pay Plaintiff the unpaid balance of overtime
15 compensation, as required by California laws, violates the provisions of California Labor Code
16 sections 510 and 1198, and is therefore unlawful.

17 21. Pursuant to California Labor Code section 1194, Plaintiff is entitled to recover
18 unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

19 **SECOND CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 226.7 and 512(a))**

21 **(Against BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES 1**
22 **through 100)**

23 22. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 21, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 ///

27 ///

28 ///

1 23. During the relevant time period set forth herein, the IWC Wage Order and
2 California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's employment
3 by Defendants.

4 24. During the relevant time period set forth herein, California Labor Code section
5 226.7 provides that no employer shall require an employee to work during any meal or rest
6 period mandated by an applicable order of the California IWC.

7 25. During the relevant time period set forth herein, the applicable IWC Wage Order
8 and California Labor Code section 512(a) provide that an employer may not require, cause or
9 permit an employee to work for a work period of more than five (5) hours per day without
10 providing the employee with a meal period of not less than thirty (30) minutes, except that if
11 the total work period per day of the employee is no more than six (6) hours, the meal period
12 may be waived by mutual consent of both the employer and employee.

13 26. During the relevant time period set forth herein, the applicable IWC Wage Order
14 and California Labor Code section 512(a) further provide that an employer may not require,
15 cause, or permit an employee to work for a work period of more than ten (10) hours per day
16 without providing the employee with a second uninterrupted meal period of not less than thirty
17 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
18 second meal period may be waived by mutual consent of the employer and the employee only
19 if the first meal period was not waived.

20 27. During the relevant time period set forth herein, Plaintiff, who was scheduled to
21 work for a period of time no longer than six (6) hours, and who did not waive his legally-
22 mandated meal period by mutual consent, was required to work for periods longer than five
23 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
24 without a rest period.

25 ///

26 ///

27 ///

1 28. During the relevant time period set forth herein, Plaintiff, who was scheduled to
2 work for a period of time no longer than twelve (12) hours, and who did not waive his legally-
3 mandated meal period by mutual consent, was required to work for periods longer than ten
4 (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
5 without a rest period.

6 29. During the relevant time period set forth herein, Plaintiff, who was scheduled to
7 work for a period of time in excess of six (6) hours, was required to work for periods longer
8 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes
9 and/or without a rest period.

10 30. During the relevant time period set forth herein, Plaintiff, who was scheduled to
11 work for a period of time in excess of twelve (12) hours, was required to work for periods
12 longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30)
13 minutes and/or without a rest period.

14 31. During the relevant time period set forth herein, Defendants intentionally and
15 willfully required Plaintiff to work during meal periods and failed to compensate Plaintiff the
16 full meal period premium for work performed during meal periods.

17 32. During the relevant time period set forth herein, Defendants failed to pay
18 Plaintiff the full meal period premium due pursuant to California Labor Code section 226.7.

19 33. Defendants' conduct violates the applicable IWC Wage Order and California
20 Labor Code sections 226.7 and 512(a).

21 34. Pursuant to the applicable IWC Wage Order and California Labor Code section
22 226.7(c), Plaintiff is entitled to recover from Defendants one additional hour of pay at
23 Plaintiff's regular rate of compensation for each workday that the meal period was not
24 provided.

25 ///

26 ///

27 ///

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES 1
through 100)**

35. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 34, and each and every part thereof with the same force and effect as though fully set forth herein.

36. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's employment by Defendants.

37. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

38. During the relevant time period set forth herein, the applicable IWC Wage Order provides 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" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

39. During the relevant time period set forth herein, Defendants required Plaintiff to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

40. During the relevant time period set forth herein, Defendants willfully required Plaintiff to work during rest periods and failed to pay Plaintiff the full rest period premium for work performed during rest periods.

41. During the relevant time period set forth herein, Defendants failed to pay Plaintiff the full rest period premium due pursuant to California Labor Code section 226.7.

///

42. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

43. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff is entitled to recover from Defendants one additional hour of pay at Plaintiff's regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194 and 1197)

(Against BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES 1 through 100)

44. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 43 and each and every part thereof with the same force and effect as though fully set forth herein.

45. During the relevant time period set forth herein, California Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

46. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff as required, pursuant to California Labor Code sections 1194 and 1197.

47. Defendants' failure to pay Plaintiff the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff is entitled to recover the unpaid balance of his minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

48. Pursuant to California Labor Code section 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

///

///

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

**(Against BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES 1
through 100)**

49. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

50. During the relevant time period set forth herein, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits their employment, their wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

51. During the relevant time period set forth herein, Defendants intentionally and willfully failed to Plaintiff his wages, earned and unpaid, within seventy-two (72) hours of Plaintiff leaving Defendants' employ.

52. Defendants' failure to Plaintiff his wages, earned and unpaid, within seventy-two (72) hours of Plaintiff leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

53. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

54. Plaintiff is entitled to recover from Defendants the statutory penalty wages for each day he was not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

///

///

1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES 1**
4 **through 100)**

5 55. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 54, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 56. During the relevant time period set forth herein, California Labor Code section
9 226(a) provides that every employer shall furnish each of their employees an accurate itemized
10 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
11 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
12 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders
13 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
14 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
15 only the last four digits of their social security number or an employee identification number
16 other than a social security number, (8) the name and address of the legal entity that is the
17 employer, and (9) all applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee. The deductions
19 made from payment of wages shall be recorded in ink or other indelible form, properly dated,
20 showing the month, day, and year, and a copy of the statement and the record of the deductions
21 shall be kept on file by the employer for at least three years at the place of employment or at
22 a central location within the State of California.

23 57. Defendants have intentionally and willfully failed to provide Plaintiff with
24 complete and accurate wage statements. The deficiencies include but are not limited to: the
25 failure to include the total number of hours worked by Plaintiff.

26 58. As a result of Defendants' violation of California Labor Code section 226(a),
27 Plaintiff has suffered injury and damage to his statutorily protected rights.

28 ///

59. More specifically, Plaintiff has been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because he was denied both his legal right to receive, and his protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

60. Plaintiff is entitled to recover from Defendants the greater of his actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

61. Plaintiff is also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES 1 through 100)

62. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 61, and each and every part thereof with the same force and effect as though fully set forth herein.

63. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer.

64. Defendants have intentionally and willfully failed to reimburse Plaintiff for all necessary business-related expenses and costs. Plaintiff is entitled to recover from Defendants his business-related expenses and costs incurred during the course and scope of his employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

///

///

///

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, *et seq.* (“PAGA”))

**(Against BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES 1
through 100)**

65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of themselves, and other current or former employees.

67. On April 22, 2024, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. Plaintiff believes that on or about June 26, 2024, the sixty-five (65) days’ notice period expired as to all Defendants, and the LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiff exhausted his administrative remedies.

68. Plaintiff is an “aggrieved employee” as defined by California Labor Code section 2699(c) in that he was a non-exempt employee of Defendants employed in California during the period from April 22, 2023, to the present, and one or more of the alleged violations was committed against him.

///

///

///

1 **Failure to Pay Minimum and Overtime Wages**

2 69. At all times relevant herein, Defendants were required to compensate their non-
3 exempt employees minimum wages for all hours worked and overtime wages for all hours
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
5 mandate of Labor Code sections 510, 1194, 1197, and 1198.

6 70. During the relevant time period set forth herein, Defendants failed to compensate
7 Plaintiff for all hours worked, resulting in a failure to pay all minimum wages and overtime
8 wages, where applicable.

9 **Failure to Provide Meal Periods and Rest Breaks**

10 71. At all times relevant herein, Defendants were required to authorize and permit
11 their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or
12 major fraction thereof and were further required to provide their non-exempt employees with
13 a 30-minute meal period for every five (5) hours worked, pursuant to the mandates of Labor
14 Code sections 226.7 and 512(a).

15 72. During the relevant time period set forth herein, Defendants failed to provide
16 Plaintiff with legally mandated meal periods and rest breaks and failed to pay proper
17 compensation for this failure.

18 **Failure to Timely Pay Wages During Employment**

19 73. At all times relevant herein, Defendants were required to pay their employees
20 within a specified time period pursuant to the mandate of Labor Code section 204.

21 74. During the relevant time period set forth herein, Defendants failed to pay Plaintiff
22 all wages due and owing within the required time period.

23 **Failure to Timely Pay Wages Upon Termination**

24 75. At all times relevant herein, Defendants were required to pay their employees all
25 wages owed in a timely fashion at the end of employment pursuant to the mandates of Labor
26 Code sections 201 and 202.

27 ///

28 ///

1 76. During the relevant time period set forth herein, as a result of Defendants' Labor
2 Code violations alleged above, Defendants failed to pay Plaintiff his final wages, pursuant to
3 the mandates of Labor Code sections 201 and 202. Accordingly, Defendants owe waiting time
4 penalties pursuant to Labor Code section 203.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 77. At all times relevant herein, Defendants were required to keep *accurate* records
7 regarding their California employees, pursuant to the mandates of Labor Code sections 226
8 and 1174.

9 78. During the relevant time period set forth herein, as a result of Defendants' various
10 Labor Code violations, Defendants failed to keep accurate records regarding Plaintiff. For
11 example, Defendants failed in their affirmative obligation to keep accurate records regarding
12 Plaintiff's gross wages earned, total hours worked, all deductions, net wages earned, and all
13 applicable hourly rates and the number of hours worked at each hourly rate.

14 **Failure to Reimburse Business Expenses**

15 79. At all times relevant herein, Defendants were required to reimburse their
16 employees for any and all necessary expenditures or losses incurred by the employees in direct
17 consequences of the discharge of their duties, pursuant to the mandates of Labor Code sections
18 2800 and 2802.

19 80. During the relevant time period set forth herein, Defendants failed to reimburse
20 Plaintiff for all business expenses incurred and owed to him within the required time period.

21 **Penalties**

22 81. Pursuant to California Labor Code section 2699, Plaintiff requests and is entitled
23 to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs
24 pursuant, including but not limited to:

- 25 a. Penalties under California Labor Code section 2699 in the amount of one
26 hundred dollars (\$100) for the initial violation, and two hundred dollars
27 (\$200) per pay period for each subsequent violation;

28 ///

- b. Penalties under California Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for the initial violation, and one hundred dollars (\$100) per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for the initial violation, and two hundred dollars (\$200) per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for the initial violation, and two hundred fifty dollars (\$250) per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 218.5, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

(Against BAP LOGISTICS, LLC, BLUE ATLANTIC PARTNERS, LP, and DOES 1 through 100)

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, to the general public, and to Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

///

///

1 84. Defendants' activities as alleged herein are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business &
3 Professions Code sections 17200, *et seq.*

4 85. A violation of California Business & Professions Code sections 17200, *et seq.*
5 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
6 policy and practice of requiring Plaintiff to work overtime hours without paying him proper
7 compensation violates California Labor Code sections 510 and 1198. Additionally,
8 Defendants' policy and practice of requiring Plaintiff to work through his meal and rest
9 periods without paying him proper compensation violates California Labor Code sections
10 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages
11 to Plaintiff violates California Labor Code sections 201 and 202. Defendants also violated
12 California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

13 86. As a result of the herein described violations of California law, Defendants
14 unlawfully gained an unfair advantage over other businesses.

15 87. Plaintiff has been personally injured by Defendants' unlawful business acts and
16 practices as alleged herein, including but not necessarily limited to the loss of money and/or
17 property.

18 88. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
19 Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a
20 period that commences four years prior to the filing of this Complaint; an award of attorneys'
21 fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws;
22 and an award of costs.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff hereby demands a trial by jury.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and
27 severally, as follows:

28 ///

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff;

2. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

3. For general unpaid wages at overtime wage rates and such general and special damages in the amount of \$600.00;

4. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

5. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

6. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

7. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512(a) and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff;

8. That the Court make an award to Plaintiff of one (1) hour of pay at Plaintiff's regular rate of compensation for each workday that a meal period was not provided;

9. For all actual, consequential, and incidental losses and damages, according to proof;

10. For actual, consequential and incidental losses and damages in the amount of \$100.00;

11. For premium wages pursuant to California Labor Code section 226.7(c);

12. For pre-judgment interest on any unpaid wages from the date such amounts were due;

13. For reasonable attorneys' fees and costs of suit incurred herein; and

14. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff;

16. That the Court make an award to Plaintiff of one (1) hour of pay at Plaintiff's regular rate of compensation for each workday that a rest period was not provided;

17. For all actual, consequential, and incidental losses and damages, according to proof;

18. For actual, consequential and incidental losses and damages in the amount of \$100.00;

19. For premium wages pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

21. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff;

23. For general unpaid wages and such general and special damages as may be appropriate;

24. For general unpaid wages and such general and special damages in the amount of \$800.00;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

27. For liquidated damages pursuant to California Labor Code section 1194.2; and

28. For such other and further relief as the Court may deem just and proper.

///

As to the Fifth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For all actual, consequential, and incidental losses and damages in the amount of \$6,000.00;

32. For statutory wage penalties pursuant to California Labor Code section 203;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff, and willfully failed to provide accurate itemized wage statements thereto;

36. For actual, consequential and incidental losses and damages, according to proof;

37. For actual, consequential and incidental losses and damages in the amount of \$50.00;

38. For statutory penalties pursuant to California Labor Code section 226(e);

39. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

40. For such other and further relief as the Court may deem just and proper.

///

///

///

As to the Seventh Cause of Action

41. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

42. For actual, consequential and incidental losses and damages, according to proof;

43. For actual, consequential and incidental losses and damages in the amount of \$500.00;

44. For the imposition of civil penalties and/or statutory penalties;

45. For punitive damages and/or exemplary damages according to proof at trial;

46. For reasonable attorneys' fees and costs of suit incurred herein; and

47. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2698, *et seq.*, by failing to pay minimum and overtime wages, failing to provide meal periods and rest breaks, failing to timely pay wages during employment and upon termination, failing to provide complete and accurate wage statements, and failing to reimburse expenses;

49. For civil penalties pursuant to Labor Code sections 2699 *et seq.*, for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;

50. For civil penalties in the amount of \$350.00;

51. For costs and attorneys' fees pursuant to Labor Code sections 218.5, 1194, 2699, and any other applicable statute; and

52. For such other and further relief that the court may deem just and proper.

///

///

///

As to the Ninth Cause of Action

53. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff all overtime compensation due to him, failing to provide all meal and rest periods to Plaintiff, failing to pay at least minimum wages to Plaintiff, and failing to pay Plaintiff's wages timely as required by California Labor Code sections 201 and 202.

54. For restitution of unpaid wages to Plaintiff and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

58. For such other and further relief as the Court may deem just and proper.

Dated: September 22, 2025

JUSTICE LAW CORPORATION

By: _____


Douglas Han
Shunt Tatavos-Gharajeh
Talía Lux
Wesley Gonzales
Attorneys for Plaintiff

EXHIBIT 1

April 22, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: Blue Atlantic Partners, LLC dba BAP Logistics, Blue Atlantic Partners, LP,
and BAP Logistics, LLC**

Dear Representative:

We have been retained to represent Daniel Larios against Blue Atlantic Partners, LLC dba BAP Logistics, Blue Atlantic Partners, LP, and BAP Logistics, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "BAP Logistics").

Mr. Larios is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Larios may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

BAP Logistics, LLC is a California limited liability company located at 11661 San Vicente Blvd. Los Angeles, CA 90049. Blue Atlantic Partners, LP is a California limited partnership located at 11661 San Vicente Blvd #800, Los Angeles, CA 90049. Blue Atlantic Partners, LLC dba BAP Logistics is a Florida limited liability company located at 10032 Pioneer Blvd, Santa Fe Springs, CA 90670.

BAP Logistics employed Mr. Larios as an hourly-paid non-exempt Driver within one year of the date of this letter (until or until around March 2024) in the State of California. BAP Logistics directly controls the wages, hours and/or working conditions of Mr. Larios' and

¹ Mr. Larios does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Larios will amend this notice when the true names and capacities are known. Mr. Larios is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Larios and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Larios may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of BAP Logistics.

BAP Logistics failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Larios has standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at BAP Logistics, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

BAP Logistics has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Larios and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. BAP Logistics failed to compensate Mr. Larios and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, travel time, and during meal breaks. BAP Logistics also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Larios and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

///

///

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, BAP Logistics failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, BAP Logistics routinely required Mr. Larios and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with BAP Logistics' policies and expectations and prepare orders. BAP Logistics failed to provide coverage to Mr. Larios and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, BAP Logistics failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, BAP Logistics failed to compensate Mr. Larios and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." BAP Logistics required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." BAP Logistics required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

///

///

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, 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. During the relevant time period, BAP Logistics failed to pay Mr. Larios and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, BAP Logistics failed to pay Mr. Larios and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

///

///

///

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, BAP Logistics did not provide Mr. Larios and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from BAP Logistics were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Soria and other aggrieved employees, (2) total hours worked by Mr. Larios and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Larios and other aggrieved employees, (5) net wages earned by Mr. Larios and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their 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 aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Larios and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, BAP Logistics failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Larios and other aggrieved employees.

///

///

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, BAP Logistics did not provide Mr. Larios and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, travel time, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Larios and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by BAP Logistics, including for using their personal cellular phones and vehicles for work purposes.

We believe that Mr. Larios and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Larios will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of BAP Logistics within one year of the date of this letter, as allowed by law.

///

///

LWDA
April 22, 2024
Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Bob Ellis
c/o BAP Logistics, LLC
11661 San Vicente Blvd.
Los Angeles, CA 90049
Agent for Service of Process for BAP Logistics, LLC

Marcellus Ellis
c/o Blue Atlantic Partners, LP
11661 San Vicente Blvd., #800
Los Angeles, CA 90049
Agent for Service of Process for Blue Atlantic Partners, LP

Marcellus Ellis
c/o Blue Atlantic Partners, LLC dba BAP Logistics
10032 Pioneer Blvd.
Santa Fe Springs, CA 90670
Agent for Service of Process for Blue Atlantic Partners, LLC

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On September 22, 2025, I served the foregoing document described as

FIRST AMENDED COMPLAINT FOR DAMAGES

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Oren Hon
c/o **BAP LOGISTICS, LLC**
3423 NE 166th St,
North Miami Beach, Florida 33160

Agent for Service for Defendant
Bap Logistics, LLC

Oren Hon
c/o **BLUE ATLANTIC PARTNERS, LP**
3423 NE 166th St,
North Miami Beach, Florida 33160

Agent for Service for Defendant
Blue Atlantic Partners, LP

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[X] STATE

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

Executed on September 22, 2025, at Pasadena, California.



Noelia Alonso Esteban

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On September 23, 2025, I served the foregoing document described as

for the following case:	Larios v. Bap Logistics, LLC, et al.
LWDA/Court Case No.:	LWDA Case No.: CM-1023704-24 Case No. 24STCV17673 Los Angeles County Superior Court

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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


Noelia Alonso Esteban