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Attorneys for Plaintiffs EDGAR B. NAVARRO and OMAR RODRIGUEZ

[Additional Counsel on Next Page]

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

EDGAR B. NAVARRO, solely in his representative capacity under the Private Attorneys General Act of 2004 (“PAGA”); ZUBAN ISIDOR NAVARRETE, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004; ENRIQUE ROCCO as an aggrieved employee and on behalf of all other aggrieved employees under the Labor Code Private Attorney’s General Act of 2004; OMAR RODRIGUEZ solely in his representative capacity under the Private Attorneys General Act of 2004 (“PAGA”),

Plaintiffs,

vs.

RANDSTAD US, LLC, a limited liability company; OTS SOLUTIONS, LLC, a limited liability company; NATIONAL DISTRIBUTION CENTERS, LLC, dba NFI, a limited liability company; NFI MANAGEMENT SERVICES, LLC, a New Jersey limited liability company NFI INDUSTRIES, INC., an unknown entity; SIDNEY R. BROWN, an individual; ALVARO MENDOZA, an individual and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV27365

**FIRST AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiffs Edgar B. Navarro, Zuban Isidor Navarette, Enrique Rocco and Omar
2 Rodriguez (collectively referred to as “Plaintiffs”), based upon facts that either have
3 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
4 further investigation and discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs, in their representative capacity under the California Labor Code Private
7 Attorneys General Act of 2004 (“PAGA”), bring this action against Defendants Randstad US,
8 LLC; OTS Solutions, LLC; and National Distribution Centers, LLC, dba NFI; NFI Management
9 Services, LLC, NFI Industries, Inc.; Sidney R. Brown; Alvaro Mendoza, and Does 1 through 100
10 (collectively referred to as “Defendants”) for civil penalties under the Private Attorneys General
11 Act of 2004, California Labor Code §§ 2698 et seq. stemming from Defendants’ failure to
12 comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226,
13 Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on
14 behalf of all employees of Defendants working within the Civil Penalty Period, as well as
15 Defendants’ alleged failure to pay minimum wages, failure to pay overtime wages, failure to
16 provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate
17 records of hours worked and meal periods, failure to timely pay all wages to terminated
18 employees, failure to indemnify necessary business expenses, failure to pay all earned wages
19 twice per month, and failure to furnish accurate wage statements.

20 2. All past and present non-exempt, hourly-paid employees of Defendants in
21 California during the applicable statute of limitations period who are or were harmed by
22 Defendants’ illegal practices are “Aggrieved Employees.”

23 3. Plaintiffs bring this action against Defendants seeking only to recover penalties
24 on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State
25 of California. Plaintiffs do not seek to recover anything other than penalties as permitted by
26 California Labor Code Section 2698 at this time. To the extent that statutory violations are
27 mentioned for wage violations, Plaintiffs do not seek underlying general and/or special
28 damages for those violations, but simply penalties as permitted by California Labor Code



1 Section 2698, declaratory relief, and injunctive relief for all aggrieved employees as permitted
2 by the PAGA.

3 4. Defendants own/owned and operate/operated an industry, business, and
4 establishment within the State of California, including Los Angeles County. Moreover,
5 Defendants operated and Aggrieved Employees worked out of a “warehouse distribution center”
6 as that term is used in Cal. Labor Code § 2100(i)(1). As such, and based upon all the facts and
7 circumstances incident to Defendants’ business in California, Defendants are subject to the
8 California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),
9 and the California Business & Professions Code.

10 5. Despite these requirements, throughout the statutory period Defendants
11 maintained a systematic, company-wide policy and practice of:

- 12 (a) Failing to pay employees for all hours worked, including all minimum
13 wages, and overtime wages in compliance with the California Labor
14 Code and IWC Wage Orders;
- 15 (b) Failing to provide employees with timely and duty-free meal periods in
16 compliance with the California Labor Code and IWC Wage Orders,
17 failing to maintain accurate records of all meal periods taken or missed,
18 and failing to pay an additional hour’s pay for each workday a meal
19 period violation occurred;
- 20 (c) Failing to authorize and permit employees to take timely and duty-free
21 rest periods in compliance with the California Labor Code and IWC
22 Wage Orders, and failing to pay an additional hour’s pay for each
23 workday a rest period violation occurred;
- 24 (d) Failing to indemnify employees for necessary business expenses
25 incurred;
- 26 (e) Willfully failing to pay employees all minimum wages, overtime wages,
27 meal period premium wages, and rest period premium wages due within
28



the time period specified by California law when employment terminates;

- (f) Failing to maintain accurate records of the hours that employees worked;
- (g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders,
- (h) Failing to provide employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders,
- (i) failing to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the name, address, and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed,
- (j) failed to provide Plaintiff and other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California law (including, without limitation Labor Code section 245, *et seq.*), and also did not permit its use upon request as contemplated under California laws
- (k) Failing to pay all earned wages twice per month.
- (l) Preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Defendants for purposes of competing with Defendants,
- (m) Preventing Plaintiffs and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Defendants to their managers or outside to private attorneys or government officials, and
- (n) Preventing Plaintiffs and/or other Aggrieved Employees from engaging in lawful conduct during non-work hours.



6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate. During the period beginning one (1) year preceding the provision of each initial notice to the LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"), Defendants violated, inter alia, Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 232, 232.5, 432, 510, 512, 516, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2100 et. seq. 2699, 2802, 2810.3, and 2810.5, among others.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiffs

8. Plaintiff, Edgar B. Navarro, is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a Watch Worker from approximately July 2023 to approximately October 30, 2023.

9. Plaintiff, Omar Rodriguez, is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a Stock Clerk from approximately July 2023 to approximately August 28, 2023.

10. Plaintiff Enrique Rocco is a California resident who worked for Defendants as a non-exempt employee, with duties that included, but were not limited, operating a forklift and loading pallets of supplies.

11. Plaintiff Zuban Isidor Navarette is a California resident who worked for Defendants as a non-exempt employee, with duties that included, but were not limited to, operating machinery.

B. Defendants

1 12. Plaintiffs are informed and believe, and based upon that information and belief
2 allege, that Defendant Randstad US, LLC is:

- 3 (a) A limited liability company that maintains offices, has agents, employs
4 individuals, and/or transacts business in the State of California.
- 5 (b) A business entity conducting business in numerous counties throughout
6 the State of California, including in Los Angeles County;
- 7 (c) An entity who employed persons, including Plaintiffs and the Aggrieved
8 Employees, at facilities which qualify as “warehouse distribution
9 centers” under California Labor Code section 2100(i)(1); and,
- 10 (d) The former employer of Plaintiffs, and the current and/or former
11 employer of the Aggrieved Employees. Defendant Randstad US, LLC
12 suffered and permitted Plaintiff and the Aggrieved Employees to work,
13 and/or controlled their wages, hours, or working conditions.
- 14 (e) At all times relevant herein, Defendants, and each of them, were joint
15 employers of Plaintiffs and the Aggrieved Employees.

16 13. Plaintiffs are informed and believe, and based upon that information and belief
17 allege, that Defendant OTS Solutions, LLC is:

- 18 (a) A limited liability company that maintains offices, has agents, employs
19 individuals, and/or transacts business in the State of California.
- 20 (b) A business entity conducting business in numerous counties throughout
21 the State of California, including in Los Angeles County;
- 22 (c) An entity who employed persons, including Plaintiffs and the Aggrieved
23 Employees, at facilities which qualify as “warehouse distribution
24 centers” under California Labor Code section 2100(i)(1); and
- 25 (d) The former employer of Plaintiffs, and the current and/or former
26 employer of the Aggrieved Employees. Defendant OTS Solutions, LLC
27 suffered and permitted Plaintiff and the Aggrieved Employees to work,
28 and/or controlled their wages, hours, or working conditions.

- 1 (e) At all times relevant herein, Defendants, and each of them, were joint
2 employers of Plaintiffs and the Aggrieved Employees.

3 14. Plaintiffs are informed and believe, and based upon that information and belief
4 allege, that Defendant National Distribution Centers, LLC, dba NFI is:

- 5 (a) A limited liability company that maintains offices, has agents, employs
6 individuals, and/or transacts business in the State of California.
7 (b) A business entity conducting business in numerous counties throughout
8 the State of California, including in Los Angeles County; and
9 (c) The former employer of Plaintiffs, and the current and/or former
10 employer of the Aggrieved Employees. Defendant National Distribution
11 Centers, LLC, dba NFI suffered and permitted Plaintiff and the Aggrieved
12 Employees to work, and/or controlled their wages, hours, or working
13 conditions.
14 (d) An entity who employed persons, including Plaintiffs and the Aggrieved
15 Employees, at facilities which qualify as “warehouse distribution
16 centers” under California Labor Code section 2100(i)(1).
17 (e) At all times relevant herein, Defendants, and each of them, were joint
18 employers of Plaintiffs and the Aggrieved Employees.

19 15. Plaintiffs are informed and believe, and based upon that information and belief
20 allege, that Defendant NFI Industries, LLC, dba NFI is:

- 21 (a) An unknown entity that maintains offices, has agents, employs
22 individuals, and/or transacts business in the State of California.
23 (b) A business entity conducting business in numerous counties throughout
24 the State of California, including in Los Angeles County;
25 (c) An entity who employed persons, including Plaintiffs and the Aggrieved
26 Employees, at facilities which qualify as “warehouse distribution
27 centers” under California Labor Code section 2100(i)(1); and
28

- 1 (d) The former employer of Plaintiffs, and the current and/or former
2 employer of the Aggrieved Employees. Defendant NFI Industries
3 suffered and permitted Plaintiffs and the Aggrieved Employees to work,
4 and/or controlled their wages, hours, or working conditions.
- 5 (e) At all times relevant herein, Defendants, and each of them, were joint
6 employers of Plaintiffs and the Aggrieved Employees.

7 16. Plaintiffs are informed and believe, and based upon that information and belief
8 allege, that Defendant NFI Management Services, LLC is:

- 9 (a) A Delaware limited liability company that maintains offices, has agents,
10 employs individuals, and/or transacts business in the State of California.
- 11 (b) A business entity conducting business in numerous counties throughout
12 the State of California, including in Los Angeles County;
- 13 (c) An entity who employed persons, including Plaintiffs and the Aggrieved
14 Employees, at facilities which qualify as “warehouse distribution
15 centers” under California Labor Code section 2100(i)(1); and
- 16 (d) The former employer of Plaintiffs, and the current and/or former
17 employer of the Aggrieved Employees. Defendant NFI Management
18 Services, LLC suffered and permitted Plaintiffs and the Aggrieved
19 Employees to work, and/or controlled their wages, hours, or working
20 conditions.
- 21 (e) At all times relevant herein, Defendants, and each of them, were joint
22 employers of Plaintiffs and the Aggrieved Employees.

23 17. Plaintiff is informed and believes and based thereon allege that Defendant BROWN
24 is, and at all times relevant here to was, an individual residing in the State of California, as well
25 as the Chief Executive Officer of National Distribution Centers, and DOES 1 through 100, as
26 further defined below.

27 18. Plaintiff is informed and believes and based thereon allege that Defendant
28 MENDOZA is, and at all times relevant here to was, an individual residing in the State of

1 California, as well as a Supervisor of National Distribution Centers, and DOES 1 through 100, as
2 further defined below.

3 19. Plaintiffs do not currently know the true names or capacities of the persons or
4 entities sued herein as Does 1-100, inclusive, and therefore sues said Defendants by such
5 fictitious names. Each of the Doe Defendants was in some manner legally responsible for the
6 damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiffs will
7 amend this complaint to set forth the true names and capacities of these Defendants when they
8 have been ascertained, together with appropriate charging allegations, as may be necessary.

9 20. At all times mentioned herein, the Defendants named as Does 1-100, inclusive, and
10 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
11 and/or injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of
12 California.

13 21. Plaintiffs are informed and believe and thereon allege that at all relevant times each
14 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
15 other employees described in the Aggrieved Employees definitions below, and exercised control
16 over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon
17 allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer,
18 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
19 interest and/or predecessor in interest of some or all of the other Defendants, and was engaged
20 with some or all of the other Defendants in a joint enterprise for profit, and bore such other
21 relationships to some or all of the other Defendants so as to be liable for their conduct with
22 respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that
23 each Defendant acted pursuant to and within the scope of the relationships alleged above, that
24 each Defendant knew or should have known about, and authorized, ratified, adopted, approved,
25 controlled, aided and abetted the conduct of all other Defendants.

26 **JOINT LIABILITY ALLEGATIONS**

27 22. Plaintiff is informed and believes, and based thereon alleges, that at all times
28 mentioned herein, each of the defendants was the agent, principal, employee, employer,



1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such
3 agency, employment, joint venture, and conspiracy.

4 23. All of the acts and conduct described herein of each and every corporate defendant
5 was duly authorized, ordered, and directed by the respective and collective defendant corporate
6 employers, and the officers and management-level employees of said corporate employers. In
7 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
8 their said employees, agents, and representatives, and each of them; and upon completion of the
9 aforesaid acts and conduct of said corporate employees, agents, and representatives, the
10 defendant corporation respectively and collectively ratified, accepted the benefits of, condoned,
11 lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and
12 conduct of the aforementioned corporate employees, agents and representatives.

13 24. Plaintiff is informed and believes, and based thereon alleges, that despite the
14 formation of the purported corporate existence of “NFI”, “OTS”, “NATIONAL
15 DISTRIBUTION”, “NFI INDUSTRIES” “RANDSTAD,” “BROWN”, “MENDOZA”, and
16 DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one and
17 the same with DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but
18 not limited to, the following reasons:

19 (a) The Alter Ego Defendants are completely dominated and controlled by the
20 Individual Defendants who personally committed the wrongful and illegal acts and violated the
21 laws as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
22 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
23 inequitable purpose;

24 (b) The Individual Defendants derive actual and significant monetary benefits by
25 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants
26 as the funding source for the Individual Defendants’ own personal expenditures;

27 (c) Plaintiff is informed and believes, and thereon alleges, that the Individual
28 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to

1 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute,
2 or accomplishing some other wrongful or inequitable purpose;

3 (d) Plaintiff is informed and believes, and thereon alleges, that the business affairs
4 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
5 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the
6 same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
7 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the
8 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all
9 relevant times mentioned herein were, the alter egos of the Individual Defendants;

10 (e) The recognition of the separate existence of the Individual Defendants from
11 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
12 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
13 and other statutory violations. The corporate existence of these defendants should thus be
14 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
15 and injustice to Plaintiff herein;

16 (f) Accordingly, the Alter Ego Defendants constitute the alter ego of the
17 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must
18 be disregarded.

19 25. As a result of the aforementioned facts, Plaintiff is informed and believes, and
20 based thereon alleges that Defendants, and each of them, are joint employers.

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 26. Plaintiff Edgar B. Navarro is a California resident who worked for Defendants in
23 the County of Los Angeles, State of California, as a Watch Worker from approximately July
24 2023 to approximately October 30, 2023. Plaintiff Zuban Isidor Navarette is a California resident
25 who worked for Defendants as a non-exempt employee, with duties that included, but were not
26 limited to, operating machinery. Plaintiff Enrique Rocco is a California resident who worked for
27 Defendants as a non-exempt employee, with duties that included, but were not limited, operating
28 a forklift and loading pallets of supplies. Plaintiff Omar Rodriguez is a California resident who

1 worked for Defendants in the County of Los Angeles, State of California, as a Stock Clerk from
2 approximately July 2023 to approximately August 28, 2023. During the statutory period,
3 Defendants classified each of the Plaintiffs as non-exempt from California's overtime
4 requirements, and paid Plaintiffs an hourly wage.

5 27. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
6 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
7 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
8 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
9 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
10 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
11 working for Defendants was typical and illustrative.

12 28. Throughout the statutory period, Defendants maintained a policy and practice of
13 not paying Plaintiffs and the Aggrieved Employees for all hours worked, including all overtime
14 wages. Additionally, Plaintiff and the Aggrieved Employees regularly worked off-the-clock,
15 without compensation. For example, Plaintiffs and the Aggrieved Employees were required to
16 pass through metal detectors and security wand checks before clocking in for their shifts, and
17 while clocked out during purported meal periods. Additionally, Plaintiffs and the Aggrieved
18 Employees were required to wait in line off-the-clock in order to access Defendants' timeclock
19 machines to clock in for their shifts. Furthermore, Plaintiffs and the Aggrieved Employees were
20 often required to perform work tasks such as assisting co-workers with work-related tasks while
21 they were clocked out for their purported meal periods in order to keep up with Defendants'
22 unreasonable workloads. Defendants also required Plaintiff and other aggrieved employees to
23 wait to undergo and undergo off-the-clock bag checks after clocking out for the end of their
24 shifts. As a result, Plaintiffs and the Aggrieved employees performed these work tasks off-the-
25 clock and were not compensated for this time worked. In maintaining a practice of not paying all
26 wages owed, Defendants failed to maintain accurate records of the hours Plaintiffs and the
27 Aggrieved Employees worked.



1 29. Throughout the statutory period, Defendants have wrongfully failed to provide
2 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants
3 regularly required Plaintiffs and the Aggrieved Employees to work in excess of five consecutive
4 hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period
5 for every five hours of work, or without compensating Plaintiffs and the Aggrieved Employees
6 for meal periods that were not provided by the end of the fifth hour of work or tenth hour of
7 work. Defendants did not adequately inform Plaintiffs and the Aggrieved Employees of their
8 right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10
9 hours, by the end of the tenth hour of work. Moreover, Defendants did not have adequate written
10 policies or practices providing meal periods for Plaintiffs and the Aggrieved Employees, nor did
11 Defendants have adequate policies or practices regarding the timing of meal periods. Defendants
12 also did not have adequate policies or practices to verify whether Plaintiffs and the Aggrieved
13 Employees were taking their required meal periods. For example, Plaintiffs and the Aggrieved
14 Employees were often required to perform work tasks such as assisting co-workers with work-
15 related tasks before starting their meal periods and during their purported meal periods in order
16 to keep up with Defendants' unreasonable workloads. As a result, Plaintiffs and the Aggrieved
17 Employees suffered late, shortened, interrupted, and missed meal periods. Accordingly,
18 Defendants' policy and practice was to not provide meal periods to Plaintiffs and the Aggrieved
19 Employees in compliance with California law.

20 30. Throughout the statutory period, Defendants have wrongfully failed to authorize
21 and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods.
22 Defendants sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work
23 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
24 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
25 major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees
26 for rest periods that were not authorized or permitted. Defendants also did not adequately inform
27 Plaintiffs and the Aggrieved Employees of their right to take a rest period. Moreover,
28 Defendants did not have adequate policies or practices permitting or authorizing rest periods for

1 Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate policies or practices
2 regarding the timing of rest periods. Defendants also did not have adequate policies or practices
3 to verify whether Plaintiffs and the Aggrieved Employees were taking their required rest periods.
4 Further, Defendants did not maintain accurate records of employee work periods, and therefore
5 Defendants cannot demonstrate that Plaintiffs and the Aggrieved Employees took rest periods
6 during the middle of each work period. For example, Plaintiffs and the Aggrieved Employees
7 were required to prioritize completing Defendants' unreasonable work assignments over taking
8 compliant rest periods, resulting in shortened, interrupted, or missed rest periods. Accordingly,
9 Defendants' policy and practice was to not authorize and permit Plaintiffs and the Aggrieved
10 Employees to take rest periods in compliance with California law.

11 31. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
12 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
13 Defendants without reimbursement. For example, Plaintiffs and the Aggrieved Employees were
14 required to use their personal cell phones for work-related purposes, such as communicating with
15 co-workers and supervisors regarding work-related issues and taking photos of safety hazard
16 reports. Plaintiffs and the Aggrieved Employees were also required to purchase vests, knives,
17 and work shoes, but were not reimbursed for these expenses. Plaintiffs and the Aggrieved
18 Employees incurred these expenses as a direct result of performing their job duties for
19 Defendants, and Defendants have failed to indemnify Plaintiffs and the Aggrieved Employees for
20 these employment-related expenses.

21 32. Throughout the statutory period, Defendants willfully failed and refused to timely
22 pay Plaintiffs and the Aggrieved Employees at the conclusion of their employment all wages for
23 all minimum wages, overtime wages, meal period premium wages, and rest period premium
24 wages.

25 33. Throughout the statutory period, Defendants subjected Plaintiffs and the Aggrieved
26 Employees to quotas which they were required to meet as a part of their job duties in violation of
27 California Labor Code section 2100, *et. seq.* Defendants did not provide Plaintiffs and the
28 Aggrieved Employees with adequate notice of these quotas at the time that they were hired by

1 Defendant NFI or the consequences for not reaching these quotas. Moreover, Defendants
2 imposed quotas which were unreasonable and which required employees to miss meal and rest
3 breaks, and/or using the bathroom because they were required to meet these quotas but could not
4 do so without missing meal and rest breaks and foregoing opportunities to use the bathroom.

5 34. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
6 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
7 rates, and all gross and net wages earned (including correct hours worked, correct wages
8 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
9 were not provided in accordance with California law, correct wages for rest periods that were
10 not authorized and permitted to take in accordance with California law, and Defendant's
11 address). As a result of these violations of California Labor Code § 226(a), the Plaintiffs and
12 the Aggrieved Employees suffered injury because, among other things:

- 13 (a) the violations led them to believe that they were not entitled to be paid
14 minimum wages, overtime wages, meal period premium wages, and rest
15 period premium wages to which they were entitled, even though they
16 were entitled;
- 17 (b) the violations led them to believe that they had been paid the minimum,
18 overtime, meal period premium, and rest period premium wages, even
19 though they had not been;
- 20 (c) the violations led them to believe they were not entitled to be paid
21 minimum, overtime, meal period premium, and rest period premium
22 wages at the correct California rate even though they were;
- 23 (d) the violations led them to believe they had been paid minimum,
24 overtime, meal period premium, and rest period premium wages at the
25 correct California rate even though they had not been;
- 26 (e) the violations hindered them from determining the amounts of minimum,
27 overtime, meal period premium, and rest period premium owed to them;
- 28



- 1 (f) in connection with their employment before and during this action, and
2 in connection with prosecuting this action, the violations caused them to
3 have to perform mathematical computations to determine the amounts of
4 wages owed to them, computations they would not have to make if the
5 wage statements contained the required accurate information;
- 6 (g) by understating the wages truly due them, the violations caused them to
7 lose entitlement and/or accrual of the full amount of Social Security,
8 disability, unemployment, and other governmental benefits;
- 9 (h) the wage statements inaccurately understated the wages, hours, and
10 wages rates to which Plaintiffs and the Aggrieved Employees were
11 entitled, and Plaintiffs and the Aggrieved Employees were paid less than
12 the wages and wage rates to which they were entitled.

13 Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for in
14 California Labor Code § 226(e), including actual damages.

15 35. All relevant times herein, Defendants had and have a policy or practice of failing to
16 pay Plaintiffs and Aggrieved Employees their paid time off and vacation time owed upon
17 separation of employment as wages at their final rate of pay in violation of Labor Code section
18 227.3 and applicable Wage Orders.

19 36. At all relevant times mentioned herein, Defendants have had a policy or practice of
20 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage
21 Theft Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other
22 Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their
23 employment; allowances claimed as part of the minimum wage; the regular payday designated by
24 Defendants; the name, address, and telephone number of the workers' compensation insurance
25 carrier; information regarding paid sick leave; and other pertinent information required to be
26 disclosed by Defendants under Labor Code section 2810.5.

27 37. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
28 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant

1 to California law (including, without limitation Labor Code section 245, *et seq.*), and also did not
2 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff
3 and all other Aggrieved Employees.

4 38. At all relevant times mentioned herein, Defendants have had a policy or practice of
5 failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code
6 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
7 any calendar month shall be paid for between the 16th and 26th day of the month during which
8 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
9 calendar month, shall be paid for between the 1st and 10th day of the following month.”

10 39. At all relevant times mentioned herein, Defendants had and have a policy or
11 practice of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills,
12 knowledge and experience they obtained at Defendants for purposes of competing with
13 Defendants, including, without limitation, preventing Employees from disclosing their wages in
14 negotiating a new job with a prospective employer, and from disclosing who else works at
15 Defendants and under what circumstances that they might be receptive to an offer from a rival
16 employer. Plaintiff is informed and believes that this policy and/or practice violates Business
17 and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various
18 provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision
19 (k).

20 40. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
21 Aggrieved Employees from disclosing violations of state and federal law, either within
22 Defendants to their managers or outside to private attorneys or government officials, among
23 others, in violation of Business and Professions Code section 17200, and, thus, in violation of
24 Labor Code section 1102.5. In addition, Plaintiff is informed and believes that Defendants’
25 herein-described policies and/or practices prevent Plaintiff and/or other Aggrieved Employees
26 from disclosing information about unsafe or discriminatory working conditions, or about wage
27 and hour violations in violation of Labor Code section 232 and 232.5.
28



41. Defendants had and have a policy or practice of preventing Plaintiff and/or other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty.

42. Plaintiffs, in Plaintiffs' representative capacity, seek civil penalties under Labor Code sections 210, 225.5, 226.3, 516, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

//

FIRST CAUSE OF ACTION

**(Against all Defendants for Civil Penalties Under the Private Attorneys General
Act of 2004, Cal. Lab. Code § 2698 et seq.)**

43. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though fully set forth herein.

44. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

45. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”



1 46. Plaintiff Enrique Rocco has exhausted his administrative remedies pursuant to
2 California Labor Code § 2699.3. On or around January 31, 2023, Plaintiff Rocco provided
3 written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return
4 receipt requested, of Defendants' violation of various, including the herein-described, provisions
5 of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to
6 Defendants, and each of them.

7 47. Plaintiff Zuban Isidor Navarette has exhausted his administrative remedies pursuant
8 to California Labor Code § 2699.3. On or around March 1, 2023, Plaintiff Navarette provided
9 written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return
10 receipt requested, of Defendants' violation of various, including the herein-described, provisions
11 of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to
12 Defendants, and each of them.

13 48. Plaintiff Edgar B. Navarro has exhausted his administrative remedies pursuant to
14 California Labor Code § 2699.3. On July 24, 2024, Plaintiff Navarro gave written notice by
15 online filing to the Labor and Workforce Development Agency and by certified mail to
16 Defendants of the specific provisions of the Labor Code that Defendants have violated against
17 Plaintiff and current and former aggrieved employees, including the facts and theories to support
18 the violations. Plaintiff also paid the filing fee. Plaintiff Navarro's PAGA case number is
19 LWDA-CM-1041614-24. On September 5, 2025, Plaintiff Navarro gave amended written notice
20 by online filing to the Labor and Workforce Development Agency and by certified mail to
21 Defendants of addition specific provisions of the Labor Code that Defendants violated against
22 Plaintiff and current and former aggrieved employees and which were ascertained during the
23 pendency of the action, including the facts and theories to support the violations.

24 49. Plaintiff Omar Rodriguez has exhausted his administrative remedies pursuant to
25 California Labor Code § 2699.3. On July 24, 2024, Plaintiff Rodriguez gave written notice by
26 online filing to the Labor and Workforce Development Agency and by certified mail to
27 Defendants of the specific provisions of the Labor Code that Defendants have violated against
28 Plaintiff and current and former aggrieved employees, including the facts and theories to support

1 the violations. Plaintiff also paid the filing fee. Plaintiff Rodriguez's PAGA case number is
2 LWDA-CM-1041610-24.

3 50. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
4 remedies with California's Labor and Workforce Development Agency (LWDA) prior to suit,
5 which is required by the statute. (*See* Cal. Lab. Code § 2699.3(d).)

6 51. More than 65 days has elapsed since Plaintiffs each provided notice, but the Labor
7 and Workforce Development Agency has not indicated that it intends to investigate Defendants'
8 Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil
9 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
10 the Labor Code described in this Complaint. These penalties include, but are not limited to,
11 penalties under California Labor Code §§ 210, 225.5, 226.3, 516, 558, 1174.5, 1197.1, and
12 2699(f)(2) for violation of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
13 226.3, 226.7, 232, 232.5, 246, *et. seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
14 1197.1, 1197.5, 1198.5, 2100 *et. seq.*, 2699, 2802, 2810.3, and 2810.5, among others.

15 52. In addition, Plaintiffs seek penalties for Defendants' violation of California
16 Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including
17 any entity, employing labor who willfully fails to maintain accurate and complete records
18 required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to
19 the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when
20 the employee begins and ends each work period. Meal periods, and total hours worked daily
21 shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
22 employer shall keep total hours worked in the payroll period and applicable rates of pay.

23 53. During the time period of employment for Plaintiffs and the Aggrieved
24 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC
25 Orders by failing to maintain accurate records showing meal periods, and accurate records
26 showing when employees begin and end each work period. Defendants' failure to provide and
27 maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the
28 Aggrieved Employees the ability to know, understand and question the accuracy and



1 frequency of meal periods, and the accuracy of their hours worked stated in Defendants'
2 records. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the
3 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to
4 Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and
5 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost
6 interest on such wages and expenses and attorney's fees in seeking to compel Defendants to
7 fully perform its obligation under state law, all to their respective damage in amounts
8 according to proof at trial. Because of Defendants' knowing failure to comply with the Labor
9 Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also
10 suffered an injury in that they were prevented from knowing, understanding, and disputing the
11 wage payments paid to them.

12 54. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
13 award of civil penalties on behalf the State of California, and similarly Aggrieved Employees of
14 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
15 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

16 55. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
17 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
18 any action shall be entitled to an award of reasonable attorney's fees and costs."

19 **PRAYER FOR RELIEF**

20 Plaintiffs, on behalf of all similarly Aggrieved Employees, prays for relief and
21 judgment against Defendants, jointly and severally, as follows:

22 1. That the Court declare, adjudge and decree that Defendants violated the
23 California Labor Code by failing to pay wages for all hours worked (including minimum,
24 straight time, and overtime wages), failing to provide meal periods, failing to authorize and
25 permit rest periods, failure to indemnify necessary business expenses, failing to furnish
26 accurate wage statements, and failing to maintain accurate records of all hours worked and
27 meal periods;
28



2. An award of civil penalties on behalf of all similarly aggrieved employees pursuant to PAGA and Labor Code sections 210, 225.5, 226.3, 516, 558, 1174.5, 1197.1, and 2699 et. seq.;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

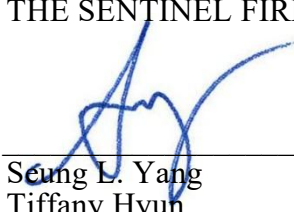
5. Injunctive and declaratory relief to the extent allowed by PAGA; and

6. Such other and further relief that the Court deems proper.

Dated: December 4, 2025

Respectfully submitted,

THE SENTINEL FIRM, APC

By: 

Seung L. Yang

Tiffany Hyun

Attorneys for Plaintiffs

EDGAR B. NAVARRO

OMAR RODRIGUEZ

Dated: December 4, 2025

Respectfully submitted,

BIBIYAN LAW GROUP, PC

By: */s/ Vedang J. Patel*

DAVID D. BIBIYAN

VEDANG J. PATEL

Attorneys for Plaintiffs

ZUBAN ISIDOR NAVARETTE

ENRIQUE ROCCO

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DEMAND FOR JURY TRIAL

Plaintiffs demands a trial by jury as to all causes of action triable by jury.

Dated: December 4, 2025

THE SENTINEL FIRM, APC

By:



Seung L. Yang

Tiffany Hyun

Attorneys for Plaintiff



1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)

3)
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a
6 party to the within action; the address from which I served the document listed below is 355 S Grand
7 Ave, Suite 1450, Los Angeles, California 90071. On December 4, 2025, I served the foregoing
8 document described as:

9 **FIRST AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT**

10 by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as follows:

11 ☒ **BY EMAIL:** by transmitting a facsimile transmission a copy of said document(s) to the
12 following email addressee(s), in accordance with

13 **SEYFARTH SHAW, LLP**
14 Attorneys for Randstad
15 Daniel Whang (DWhang@seyfarth.com)
16 2029 Century Park East, Suite 3500
17 Los Angeles, California 90067-3021

18 ☒ **BY EMAIL:** by transmitting a facsimile transmission a copy of said document(s) to the
19 following email addressee(s), in accordance with:

20 ☒ the written confirmation of counsel in this action:

21 **LITTLER MENDELSON, P.C.**
22 Attorneys for Defendants OTS Solutions, LLC and National Distribution Centers, LLC
23 Allison Wallin (AWallin@littler.com)
24 Valentina Wilson (vwilson@littler.com)
25 Leticia Montenegro (LMontenegro@littler.com)
26 Kara Valls (KValls@littler.com)
27 Alvin Arceo (AArceo@littler.com)
28 Joanna Venegas (JVegas@littler.com)
101 Second Street, Suite 1000
San Francisco, CA 94105

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

Executed on December 4, 2025, at Los Angeles, California.

24 Ivette Hernandez

25 Name

26 
27 Signature