

Justin Lo (SBN: 280102)

[justin@caworklawyer.com](mailto:justin@caworklawyer.com)

May T. To (SBN 305268)

[may@caworklawyer.com](mailto:may@caworklawyer.com)

**WORK LAWYERS PC**

22939 Hawthorne Blvd., #300

Torrance, CA 90505

Tel: (424) 355-8535

Fax: (424) 355-8335

Attorneys for Plaintiff LOUIE GONZALEZ, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

LOUIE GONZALEZ, on behalf of himself and  
all other Aggrieved Employees,

Plaintiff,

v.

NEOVIA LOGISTICS DISTRIBUTION, LP, a  
Delaware limited partnership; NEOVIA  
ACQUISITION GP II, LLC, a Delaware limited  
liability company; NEOVIA LOGISTICS  
SERVICES, LLC, a Delaware limited liability  
company; and DOES 1- 50, Inclusive,

Defendants,

Case No. **CVRI2501314**

**COMPLAINT**

1. Civil Penalties under the Private Attorneys General Act (PAGA)

///

///

///

1 Plaintiff, LOUIE GONZALEZ, (“Plaintiff”), as a representative of the State of California  
2 and the Labor and Workforce Development Agency (LWDA), and on behalf of himself and other  
3 current or former Aggrieved Employees, complains and alleges as follows:

#### 4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State  
6 of California and the LWDA, and on behalf of himself and other Aggrieved Employees, to collect  
7 civil penalties for Defendants’ Labor Code violations.

8 2. Defendants and employers, NEOVIA LOGISTICS DISTRIBUTION, LP,  
9 NEOVIA ACQUISITION GP II, LLC, and NEOVIA LOGISTICS SERVICES, LLC  
10 (collectively referred to herein as “Defendants”), violated numerous wage and hour laws with  
11 respect to Plaintiff and other Aggrieved Employees by failing to provide, for example: accurate  
12 and itemized wages statements, payment for all hours worked (including regular wages and  
13 overtime), failure to provide a minimum wage, lawful meal periods, lawful rest periods, timely  
14 payment during employment, failure to reimburse for expenses incurred during the course and  
15 scope of employment, and payment upon separation of employment.

#### 16 **PARTIES**

##### 17 **The Plaintiff**

18 3. Plaintiff, LOUIE GONZALEZ (hereinafter, “Plaintiff”) is, and at all times  
19 mentioned herein, was, a resident of California, residing in Riverside County.

20 4. Aggrieved Employees are all former and/or current non-exempt employees  
21 holding various positions and employed by Defendants within California during the relevant time  
22 period who were subject to at least one or more Labor Code violations set forth in the PAGA  
23 Notice dated December 17, 2024 and attached hereto as **Exhibit A** (“Aggrieved Employees”) and  
24 incorporated herein by reference.

##### 25 **The Defendants**

26 5. Defendant NEOVIA LOGISTICS DISTRIBUTION, LP (hereinafter, “NEOVIA  
27 DISTRIBUTION”), is a Delaware limited partnership registered in California and doing business  
28 in California, and at all relevant times mentioned herein, existing, doing business and employing

1 individuals in the County of Riverside, State of California. Plaintiff is informed and believes that  
2 NEOVIA DISTRIBUTION operates at least one location in Riverside County located at 334  
3 Mission Blvd., Mira Loma, California 91752.

4 6. Defendant NEOVIA ACQUISITION GP II, LLC (hereinafter, "NEOVIA  
5 ACQUISITION") is a Delaware limited liability company doing business in the State of  
6 California, and at all relevant times mentioned herein, existing, doing business and employing  
7 individuals in the County of Riverside, State of California. Plaintiff is informed and believes that  
8 NEOVIA ACQUISITION operates at least one location in Riverside County located at 334  
9 Mission Blvd., Mira Loma, California 91752. Plaintiff is informed and believes that NEOVIA  
10 ACQUISITION is the general partner of NEOVIA DISTRIBUTION.

11 7. Defendant NEOVIA LOGISTICS SERVICES, LLC (hereinafter, "NEOVIA  
12 SERVICES") is a Delaware limited liability company registered in California and doing business  
13 in California, and at all relevant times mentioned herein, existing, doing business and employing  
14 individuals in the County of Riverside, State of California. Plaintiff is informed and believes that  
15 NEOVIA ACQUISITION operates at least one location in Riverside County located at 334  
16 Mission Blvd., Mira Loma, California 91752.

17 8. Defendants NEOVIA DISTRIBUTION, NEOVIA ACQUISITION, and NEOVIA  
18 SERVICES are collectively referred to herein as "Defendants."

19 9. Plaintiff is informed and thereon alleges that Defendants exercised control over  
20 Plaintiff and Aggrieved Employees' wages, hours, and/or working conditions, and/or were the  
21 joint employers of Plaintiff and Aggrieved Employees.

22 10. The true names and capacities, whether individual, corporate, associate, or  
23 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this  
24 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to  
25 amend this Complaint to insert the true names and capacities of said Defendants when the same  
26 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of  
27 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is  
28

1 therefore liable to Plaintiff as alleged hereinafter.

2 11. Plaintiff is informed and believes, and based thereupon alleges, that at all times  
3 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,  
4 supervisors, conspirators, parent corporation, joint employers, successors, alter ego, and/or joint  
5 ventures of the other Defendants, and each of them, and in doing the things alleged herein, were  
6 acting at least in part within the course and scope of said agency, employment, conspiracy, joint  
7 employment, alter ego status, and/or joint venture and with the permission and consent of each of  
8 the other Defendants.

9 12. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,  
10 and each of them, including those Defendants named DOES 1-50, acted in concert with one  
11 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,  
12 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.  
13 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and  
14 each of them, including those Defendants named as DOES 1-50, formed and executed a  
15 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged  
16 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended  
17 to and actually causing Plaintiff harm.  
18

19 13. Whenever and wherever reference is made in this Complaint to any act or failure  
20 to act by a defendant or co-defendant, such allegations and references shall also be deemed to  
21 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.  
22

### 23 **JURISDICTION AND VENUE**

24 14. Venue is proper in Riverside County because Defendants either maintain its  
25 locations and/or transacts business in this county, the obligations and liability primarily arise in  
26 this county, and work was primarily performed by Plaintiff and other Aggrieved Employees in  
27 this county.

28 15. The California Superior Court has jurisdiction over this matter. PAGA penalties  
cannot be aggregated to meet the minimum jurisdictional amount required for diversity removal.

Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

### **GENERAL ALLEGATIONS**

16. Defendants are in the business of providing logistics services to customers and suppliers. Defendants employed Plaintiff and Aggrieved Employees in California during the relevant PAGA period. Aggrieved Employees are all former and/or current non-exempt employees holding various positions and employed by Defendants within California during the relevant time period who were subject to at least one or more Labor Code violations set forth in the PAGA Notice dated December 17, 2024 and attached hereto as **Exhibit A**

17. Plaintiff was employed by Defendants as a security guard from approximately October 16, 2023 to about September 26, 2024. Plaintiff's primary duties include providing gate passes to truck drivers, inputting trailer numbers into the system, and checking the identification of drivers.

18. The position required Plaintiff to work more than 8 hours a day and/or 40 hours per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not paid for minimum wage or overtime pay for all compensable time worked, including off-the-clock work. Plaintiff is informed and believes, and thereon alleges, that Defendants required Plaintiff and Aggrieved Employees to go through a security check prior to clocking in for which Plaintiff and Aggrieved Employees were not compensated for their time.

19. Plaintiff and Aggrieved Employees were also not paid their correct overtime wages at their correct regular rate of pay because Defendants failed to factor non-discretionary bonuses and compensation into Plaintiff and Aggrieved Employees' regular rate of pay for purposes of calculating overtime.

20. Plaintiff and Aggrieved Employees were subject to not having all of their compensable work time recorded. Not all of Plaintiff and Aggrieved Employees' compensable work time spent under the control of Defendants was accounted for and compensated.

Specifically, Plaintiff is informed and believes that Defendants (1) adjusted clock in and clock out times to the disadvantage of Plaintiff and other Aggrieved Employees by rounding up clock-in times when Plaintiff and Aggrieved Employees clocked-in before the scheduled start of their respective shifts and rounded down clock-out times when Plaintiff and Aggrieved Employees worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff and Aggrieved Employees to continue working when ostensibly on duty-free meal periods, or requiring them to return to work before the end of their thirty-minute meal periods but prohibiting them from clocking back in until the legally required thirty-minute mark.

21. Based on information and belief, Plaintiff believes he and Aggrieved Employees were also not being reimbursed for all necessary expenses incurred in the performance of their job duties. Specifically, Defendants required Plaintiff and Aggrieved Employees, to use their personal cellular telephones to communicate with colleagues and supervisors in the course of performing their respective duties but failed to reimburse them for use of the personal cellular devices nor the consumption of their personal data plan.

22. Defendants failed to authorize and permit all required meal and rest periods for Plaintiff and Aggrieved Employees because, upon information and belief, Defendants maintained unlawful meal/rest period policies and practices. For instance, Plaintiff's meal breaks were often interrupted because Defendants would call Plaintiff on his personal cellphone to instruct him to handle certain work assignments. In order to curtail labor costs, Defendants regularly did not staff enough employees to provide sufficient coverage to maintain their business operations so Plaintiff and Aggrieved Employees could not both complete their assigned daily duties and take complete, timely and uninterrupted meal and rest breaks. Defendants prioritized completion of daily duties and customer satisfaction ahead of meal and rest period compliance. Defendants failed to provide Plaintiff and Aggrieved Employees with an additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor Code section 226.7.

23. As a result of the violations described above, Plaintiff and Aggrieved Employees experienced collateral or derivative violations. Specifically, Defendants failed to provide Plaintiff

1 and Aggrieved Employees accurate itemized wage statements in writing in compliance with  
2 Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for all  
3 wages owed at the time employment with Defendant had ended.

4         24. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor  
5 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
6 departments, divisions, commissions, boards, agencies or employees for violation of the code  
7 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on  
8 behalf of himself and other current or former employees pursuant to the procedures specified in  
9 Labor Code section 2699.3.

10         25. For all provisions of the Labor Code except those for which a civil penalty is  
11 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a  
12 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the  
13 initial violation, and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period  
14 for each subsequent pay period if certain conditions are met.

15         26. Defendants' conduct during the PAGA period with respect to Plaintiff and  
16 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

17         27. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and  
18 hour violations under the California Labor Code and IWC Wage Orders.

19         28. At all relevant times herein, Defendants employed Plaintiff and Aggrieved  
20 Employees who were subject to the employment policies described herein, in whole or in part,  
21 and therefore suffered at least one or more of the violations set forth herein.

22         29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
23 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for  
24 all hours worked, including the applicable minimum, regular, and overtime wages, and that they  
25 were not receiving all wages earned for work that was required to be performed. In violation of  
26 the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved  
27 Employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and Aggrieved  
28 Employees for all hours worked.

1 Employees all earned minimum, regular, and/or overtime compensation.

2 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
3 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required  
4 meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'  
5 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In  
6 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy  
7 of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff  
8 and Aggrieved Employees for late meal periods. As a result of Defendants' unlawful policy and  
9 practice, Plaintiff and Aggrieved Employees did not receive all meal periods or payment of one  
10 (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate of pay when they  
11 did not receive a timely, uninterrupted 30 minute off-duty meal period.

12 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
13 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required  
14 rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'  
15 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In  
16 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy  
17 of not providing timely rest periods. Defendants failed to pay an additional hour of pay to Plaintiff  
18 and Aggrieved Employees for each rest period that was not provided or was interrupted. As a  
19 result of Defendants' unlawful policy and practice, Plaintiff and Aggrieved Employees did not  
20 receive all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and  
21 Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted 10  
22 minute off-duty rest period.

24 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
25 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely  
26 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff  
27 and certain Aggrieved Employees did not receive payment of all wages due, within permissible  
28 time periods, upon separation of employment.

1           33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
2 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized  
3 wage statements that accurately showed their actual hours worked, total hours worked, number  
4 of hours worked at each hourly rate, gross and net wages earned, and correct employer  
5 information in accordance with California law. As a result of the wage violations specified above,  
6 and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided with  
7 accurate itemized wage statements that accurately reported their gross and net wages earned, total  
8 hours worked, each applicable rate of pay in effect during the pay period with the corresponding  
9 number of hours worked, and the address of the legal entity that is the employer, among other  
10 things.

11           34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
12 should have known that Defendants were required to maintain accurate records of the hours  
13 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendants failed  
14 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its  
15 off-the-clock and/or unfair rounding practices, among other things.

17                           **FIRST CAUSE OF ACTION**

18                           **(Civil Penalties Under the Private Attorneys General Act,**

19                           **Labor Code § 2699 et seq., for Violations of the Labor Code)**

20           35. Plaintiff realleges and incorporates by reference all preceding paragraphs of this  
21 Complaint as if set forth in full herein.

22           36. By this Complaint, Plaintiff brings this case as a representative action seeking  
23 penalties for himself, the Aggrieved Employees, and the State of California in a representative  
24 capacity, as provided by the PAGA, Labor Code sections 2698 *et seq.* Plaintiff is an Aggrieved  
25 Employee who was employed by Defendants and subject to at least one of the Labor Code  
26 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in  
27 his or her notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203,  
28 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198

1 and 2802.

2 37. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause  
3 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code  
4 sections alleged to have been violated, and after receiving notice from the LWDA of its intention  
5 not to investigate, or after 65 days have passed without notice from the LWDA.

6 38. Prior to filing this Complaint, on or about December 17, 2024, Plaintiff gave  
7 written notice of the specific provisions alleged to have been violated, including the facts and  
8 theories to support the alleged violations, as required by Labor Code section 2699.3 to  
9 Defendants. The written notice was given via certified mail to Defendants, and the LWDA by  
10 electronically filing the notice via the Department of Industrial Relations website. Plaintiff was  
11 given an LWDA case number. True and correct copies of Plaintiff's notices to the LWDA and  
12 Defendants are attached hereto as **Exhibit A**.

13 39. The LWDA has not provided Plaintiff with any notice that it intends to investigate  
14 the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since  
15 the postmark date on the latter notice.  
16

17 40. California Labor Code §§2698-2699.5, in relevant part provides, "any provision  
18 of this code that provides for a civil penalty to be assessed and collected by the Labor and  
19 Workforce Development Agency...for a violation of this code, may, as an alternative, be  
20 recovered through a civil action brought by an Aggrieved Employee on behalf of himself or  
21 herself and other current or former employees pursuant to the procedures specified in Section  
22 2699.3."

23 41. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil  
24 penalties for Defendant's Labor Code violations.

25 **First Violation**

26 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

27 42. Under California Labor Code §512(a), "An employer may not employ an  
28 employee for a work period of more than five hours per day without providing the employee with

1 a meal period of not less than 30 minutes, except that if the total work period per day of the  
2 employee is no more than six hours, the meal period may be waived by mutual consent of both  
3 the employer and employee.”

4 43. Defendants violated Labor Code § 512 by failing to provide Plaintiff and  
5 Aggrieved Employees who worked shifts of greater than five hours, uninterrupted, complete,  
6 and/or timely meal periods within the first five hours of the shifts worked. Defendants,  
7 furthermore, did not provide the requisite second meal period after working more than 10 hours.

8 44. Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff’s regular rate of  
9 pay for each day Defendants failed to provide a meal period in compliance with section 512.

10 **Second Violation**

11 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

12 45. Under California Labor Code §226.7(b), “An employer shall not require an  
13 employee to work during a meal or rest or recovery period mandated pursuant to an applicable  
14 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

15 46. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize  
16 and permit all employees to take rest periods, which insofar as practicable shall be in the middle  
17 of each work period. The authorized rest period time shall be based on the total hours worked  
18 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

19 47. Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to  
20 take rest periods and mandated by the Wage Order.

21 48. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee  
22 one additional hour of pay at the employee’s regular rate of compensation for each workday that  
23 the meal or rest or recovery period is not provided.”

24 49. Defendants failed to pay Plaintiff and Aggrieved Employees who were not  
25 provided rest periods one hour of pay at their regular rate of pay.

26 ///

27 ///

**(Failure to Provide Complete and Accurate Wage Statements,  
in Violation of Labor Code Section 226)**

51. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

**(Failure to Pay Minimum Wages)**

53. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

**(Failure to Pay Overtime Wages)**

55. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties

1 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under  
2 Labor Code § 2699.

3 **Sixth Violation**

4 **(Failure to Timely Pay Wages During Employment)**

5 56. Pursuant to California Labor Code § 204, for all labor performed between the 1st  
6 and 15th days of any calendar month, an employer is required to pay its employees between the  
7 16th and 26th day of the month during which the labor was performed. California Labor Code §  
8 204 also provides that for all labor performed between the 16th and 26th days of any calendar  
9 month, Defendant was required to pay their employees between the 1st and 15th day of the  
10 following calendar month. In addition, California Labor Code § 204 provides that all wages  
11 earned for labor in excess of the normal work period shall be paid no later than the payday of the  
12 next regular payroll period.

13 57. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties  
14 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under  
15 Labor Code § 2699.

16 **Seventh Violation**

17 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

18 58. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required  
19 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §  
20 201 mandates that if an employer discharges an employee, the employee's wages accrued and  
21 unpaid at the time of discharge are due and payable immediately.

22 59. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties  
23 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under  
24 Labor Code § 2699.

25 ///

26 ///

27 ///

**Eighth Violation**

**Failure to Reimburse Business Expenses in Violation of Labor Code § 2802**

**(Against all Defendants and DOES 1 to 50, inclusive)**

60. Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

61. Defendants failed to indemnify and reimburse Plaintiff for all necessary expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's job duties.

62. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses incurred as a result of discharging his or her duties, including interest.

63. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

**PRAYER FOR RELIEF**

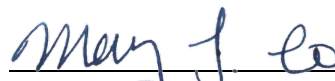
**WHEREFORE**, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonable attorney's fees and costs pursuant to PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

Dated: March 11, 2025

**WORK LAWYERS PC**



Justin Lo, Esq.

May T. To, Esq.

Attorneys for Plaintiff LOUIE GONZALEZ and  
Aggrieved Employees

# **EXHIBIT A**



**NOTICE OF LABOR CODE VIOLATIONS - PAGA**  
**(Labor Code § 2699.3)**

**DATE** December 17, 2024

**DELIVERY** Online Filing and Certified U.S. Mail

**RECIPIENTS** California Labor and Workforce Development Agency ("LWDA")  
[PAGAFilings@dir.ca.gov](mailto:PAGAFilings@dir.ca.gov)

**SUBJECT: LOUIE GONZALEZ v. NEOVIA LOGISTICS DISTRIBUTION, LP and**  
**NEOVIA ACQUISITION GP II, LLC**  
**NOTICE OF LABOR CODE VIOLATIONS UNDER CAL. LABOR**  
**CODE §2699.3**

To the LWDA and Employers:

This office represents LOUIE GONZALEZ ("Mr. Gonzalez," "Complainant" or "Employee") with respect to his claims against (1) NEOVIA LOGISTICS DISTRIBUTION, LP ("NEOVIA DISTRIBUTION"), (2) NEOVIA ACQUISITION GP II, LLC ("NEOVIA ACQUISITION"), and (3) NEOVIA LOGISTICS SERVICES, LLC ("NEOVIA SERVICES"); (NEOVIA DISTRIBUTION, NEOVIA ACQUISITION, and NEOVIA SERVICES are collectively referred to herein as "Employers") for violations of the California Labor Code and IWC Wage Orders. This letter is being sent simultaneously to Employers by certified mail.

NEOVIA DISTRIBUTION is a Delaware limited partnership registered to conduct business in the State of California.

NEOVIA ACQUISITION is a Delaware limited liability company doing business in the State of California and is the general partner of NEOVIA DISTRIBUTION.

NEOVIA SERVICES is a Delaware limited liability company and is registered to conduct business in the State of California.

Employers employed Mr. Gonzalez from approximately July 8, 2023 to about September 26, 2024. During his employment with Employers, Mr. Gonzalez was employed as a security guard at one of Employers' businesses located at 334 Mission Blvd, Mira Loma, CA 91752.

Office: (310) 248-2944  
E-Mail: [info@caworklawyer.com](mailto:info@caworklawyer.com)  
22939 Hawthorne Boulevard, Suite 300  
Torrance, California 90505

Mr. Gonzalez intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Mr. Gonzalez is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California, the LWDA, and all current and former non-exempt employees of any of the Employers working within California holding various positions who experienced one or more of the same violations as Mr. Gonzalez as set forth in this notice (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employers violated various California’s wage and hour laws during Complainant’s employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the applicable Industrial Welfare Commission Wage Orders (“IWC Wage Order”). The claims made on behalf of Complainant and Aggrieved Employees are based upon the following facts and theories:

**1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION**

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Complainant and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Complainant and Aggrieved Employees were provided non-discretionary bonuses and compensation that were not incorporated in their regular rate of pay thus causing underpayment of wages and premium payments, including but not limited to rest and meal period premiums and overtime compensation.

First, Employers regularly required Complainant and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Complainant and Aggrieved Employees to: (1) respond to Employers and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. In addition, Employers required Complainant and Aggrieved Employees to go through a security gate prior to clocking in and failed to pay Complainant and Aggrieved Employees for this time spent under the Employers’ control. Complainant and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages.

Employers also failed to accurately record the actual time worked by Complainant and Aggrieved Employees including unlawful time rounding. Finally, and as a matter of policy and/or practice, Employers failed to pay overtime to Complainant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration and all compensable work time.

Office: (310) 248-2944  
E-Mail: [info@caworklawyer.com](mailto:info@caworklawyer.com)  
22939 Hawthorne Boulevard, Suite 300  
Torrance, California 90505

As a result of the foregoing practices, Employers have failed to pay Complainant and Aggrieved Employees all owed wages for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

## **2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS**

Employers required Complainant and Aggrieved Employees to work more than five (5) hours per day but were not provided with uninterrupted, full, and complete 30-minute meal periods. Further, Complainant and Aggrieved Employees were not provided with a second uninterrupted, full, and complete 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Complainant and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Complainant and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short. For example, Complainant would receive phone calls during his meal breaks from his supervisor or team lead to complete certain assignments, thereby, interrupting his meal periods.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Complainant and Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels, affecting all non-exempt/hourly employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Complainant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Complainant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Complainant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; and (6) Employers' policy and culture prevented Complainant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Complainant and Aggrieved Employees did not receive one (1) extra hour of pay at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employers violated of the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties of the applicable IWC Wage Order; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

### **3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS**

Employers failed to authorize and permit Complainant and Aggrieved Employees to take legally compliant 10-minute rest periods. Employers failed to provide Complainant and Aggrieved Employees any rest periods at all and/or required Complainant and Aggrieved Employees to work through rest periods. Complainant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Complainant and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Complainant and Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Complainant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Complainant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Complainant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Complainant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Complainant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in person verbal interruptions; and (7) Employers' policy and culture prevented Complainant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Complainant and Aggrieved Employees did not receive one (1) extra hour of pay at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to the applicable IWC Wage Order; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

#### **4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

As to each pay period, Employers have failed to timely pay all wages earned because Complainant and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

#### **5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUTTING EMPLOYEES.**

As to each pay period, Employers have failed to timely pay all wages earned because Complainant Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 201(a), 202(a) and 203(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

#### **6. FAILURE TO PROVIDE COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**

As a result of the practices described above, the wage statements provided to Complainant and Aggrieved Employees do not reflect the actual hours worked or all compensable time worked as the time worked was either not recorded, inaccurately recorded, and/or detrimentally rounded, the correct name and address of the legal employing entity, and the correct rates of pay. In addition, the wage statements failed to include all meal and rest period premiums. Accordingly, Employers violated California Labor Code section 226(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

#### **7. FAILURE TO MAINTAIN ACCURATE RECORDS**

As described above, Employers have failed to maintain accurate records relating to Complainant and Aggrieved Employees including their work periods, meal periods, total daily hours worked,

and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant the applicable IWC Wage Order; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

#### **8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.**

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Complainant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. Complainant and Aggrieved Employees were required to use their personal cellular telephones to communicate with fellow co-workers and supervisors regarding their job duties. Additionally, Complainant and Aggrieved employees downloaded "UKG" and "ADP" to record their compensable work time. Complainant and Aggrieved Employees were required to wash and maintain Employers' uniforms a reflective vest without reimbursement nor were they compensated with wages for the time spent maintaining Employers' uniforms.

Accordingly, Employers violated IWC Order and California Labor Code sections 2800 and 2802.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order; and attorneys' fees and costs.

#### **9. FAILURE TO PAY VACATION TIME**

Pursuant to California Labor Code section 227.3, ". . . whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employers failed to pay Complainant and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employers have violated California Labor Code section 227.3.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; and attorneys' fees and costs.

## **10. FAILURE TO PAY SICK TIME**

Pursuant to California Labor Code section 246(l), all sick pay must be paid at the regular rate of pay. Employers have failed to pay Complainant and Aggrieved Employees their sick pay at the correct rate of pay. Accordingly, Employers have violated California Labor Code section 246(l).

Complainant and Aggrieved Employees will therefore seek PAGA penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; relief under California Labor Code 248.5, and attorneys' fees and costs.

Sincerely,



**JUSTIN LO ESQ.**

### **Notice to Employers via Certified Mail**

#### **Neovia Logistics Distribution, LP**

Agent for Service of Process

CT Corporation System

Amanda Garcia

330 N. Brand Blvd

Glendale, CA 91203

#### **Neovia Logistics Distribution, LP**

Human Resources/Legal Dept.

8840 Cypress Waters, Suite 140

Dallas, TX 75019

#### **Neovia Logistics Distribution, LP**

Human Resources/Legal Dept.

5334 Mission Blvd

Mira Loma, CA 91752

///

///

Office: (310) 248-2944  
E-Mail: [info@caworklawyer.com](mailto:info@caworklawyer.com)  
22939 Hawthorne Boulevard, Suite 300  
Torrance, California 90505

**Neovia Acquisition GP II, LLC**

Human Resources/Legal Dept.  
8840 Cypress Waters, Suite 140  
Dallas, TX 75019

**Neovia Acquisition GP II, LLC**

Agent for Service of Process  
The Corporation Trust Company  
Corporation Trust Center, 1209 Orange Street  
Wilmington, DE 19801

**Neovia Logistics Services, LLC**

Human Resources/Legal Dept.  
6363 North State Highway 161, Suite 700  
Irving, TX 75038

**Neovia Logistics Services, LLC**

Agent for Service of Process  
CT Corporation System  
Amanda Garcia  
330 N. Brand Blvd  
Glendale, CA 91203