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October 26, 2026
CA4017

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

US ELOGISTICS SERVICE CORP
Certified Mail # 95890710527046767867 22
SAPPHIRE MCFARLAND
7801 FOLSOM BLVD #202
SACRAMENTO, CA 95826

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Rodolfo Ayala ("Plaintiff") and all other Aggrieved Employees of US Elogistics Service Corp ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by US Elogistics Service Corp in California, including any employees staffed with US Elogistics Service Corp by a third party, and classified as non-exempt employees during the time period of October 26, 2025 through a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant since 2018 [redacted] Plaintiff worked for Defendant as a Forklift Operator. Plaintiff was classified as a non-exempt employee, paid on an hourly basis and entitled to legally required meal and rest periods and payment of minimum and overtime wages for all hours worked. Defendant, however, failed to properly record and compensate Plaintiff and other Aggrieved Employees for all hours worked, including minimum and overtime wages, failed to provide compliant meal and rest periods and the corresponding premium payments, and failed to reimburse necessary business expenses incurred in performing their job duties.

Plaintiff's job duties included operating a forklift to transport, retrieve, and organize merchandise throughout Defendant's warehouse, fulfilling e-commerce orders,

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and assisting with inventory management. Plaintiff was required to use a scanner to track orders and locate merchandise stored on warehouse racks at various heights. Plaintiff was also responsible for retrieving and transporting merchandise to fulfill approximately 300 to 500 orders per day, with increased workloads during peak seasons. In addition to these duties, Plaintiff was sometimes required to train newer employees on warehouse operations and forklift procedures, including providing access to forklifts through keys or passcodes necessary to operate the equipment. Plaintiff and other Aggrieved Employees were subjected to various California Labor Code violations during the PAGA Period.

During the PAGA Period, Plaintiff and other Aggrieved Employees were sometimes unable to take timely and uninterrupted meal and rest periods in violation of California Labor Code Sections 226.7, 512, and 1198, as well as the applicable Industrial Welfare Commission Wage Order. Plaintiff's meal periods were sometimes late because he was required to continue fulfilling warehouse orders and training newer employees. Due to overlapping employee break schedules and the need to assist newer employees with their job duties, Plaintiff was sometimes unable to begin his meal period before the end of his fifth hour of work. Plaintiff was required to clock out for meal periods using Defendant's biometric timekeeping system, which utilized thumb recognition and facial scanning. Some of his meal periods were interrupted by work-related responsibilities. Specifically, Plaintiff was sometimes contacted while clocked out for his meal period and required to provide forklift keys or passcodes to other employees because the forklifts would shut off for safety reasons and could not be operated without the necessary access. As a result, Plaintiff sometimes performed work-related duties while clocked out for his meal period and was not provided with a full, uninterrupted, duty-free meal period. Plaintiff sometimes worked shifts exceeding ten hours but was only provided with one meal period and was not provided with a compliant second meal period.

Plaintiff's rest periods were sometimes late, interrupted, or missed entirely due to Defendant's workload demands and designated break schedules. Plaintiff was generally instructed to take his rest periods at designated times, but during busy shifts, particularly when fulfilling warehouse orders and meeting production quotas, Plaintiff was sometimes unable to take his rest periods at the scheduled times. Instead, Plaintiff was required to wait until there was sufficient time or coverage to take a break, resulting in some rest periods being late. Plaintiff was also sometimes required to continue working during his rest periods or skip them to complete his assigned duties, including operating the forklift, retrieving merchandise, and fulfilling orders. Despite these noncompliant meal and rest periods, Defendant failed to provide Plaintiff with all meal and rest period premium payments owed under California law.

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Further, Plaintiff and other Aggrieved Employees sometimes performed work while off the clock, resulting in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, and 1198. For example, Plaintiff was required to clock out at the end of his shift but was sometimes contacted or required to remain at the warehouse to transfer forklift keys to another employee. Plaintiff would sometimes clock out and begin leaving the warehouse when he was called back to provide the forklift key or required to wait for another employee to arrive and retrieve it. This work-related time was not recorded or compensated by Defendant. Additionally, as described above, Plaintiff sometimes performed work-related duties while clocked out for his meal periods, including providing forklift keys and passcodes to employees who needed access to the equipment. Plaintiff was also contacted by Defendant's human resources personnel while off the clock regarding employment-related matters. Defendant's failure to accurately record and compensate Plaintiff for compensable work performed outside his recorded shifts and during clocked-out meal periods resulted in unpaid minimum and overtime wages, including overtime wages owed when Plaintiff's unrecorded work time was added to his recorded hours.

Plaintiff was not reimbursed for necessary business-related expenses incurred in performing his job duties for Defendant in violation of California Labor Code Section 2802. For example, Plaintiff was required to use his personal cell phone to communicate with other employees regarding warehouse orders and work-related responsibilities. Despite using his personal cell phone for Defendant's business purposes, Plaintiff was not reimbursed for the reasonable expenses associated with this use. Additionally, Plaintiff was required to obtain certain work-related items, including a work vest, gloves, masks, safety glasses, and a tape gun, which he purchased at his own expense. Defendant did not reimburse Plaintiff for these necessary work-related purchases. Furthermore, Plaintiff was sometimes required to travel between Defendant's warehouse locations to fulfill orders when work at one location was slow. Plaintiff used his personal vehicle to travel between these locations during the workday but was not reimbursed for the mileage and other necessary vehicle expenses incurred in connection with these work-related trips. As a result, Defendant failed to reimburse Plaintiff for necessary expenditures incurred in the discharge of his job duties.

Additionally, Plaintiff alleges that Defendant failed to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 226(a), including Section 226(a)(2). Plaintiff and other Aggrieved Employees were paid on an hourly basis, and their wage statements were required to accurately reflect the total hours worked, applicable hourly rates, and wages earned during each pay period. However, Defendant's wage statements sometimes failed to accurately reflect all hours worked and wages earned because Defendant did not record or compensate Plaintiff for the off-the-clock work described above. For example, the time

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Plaintiff spent transferring forklift keys after clocking out and performing work-related duties during clocked-out meal periods was not included in his recorded hours. As a result, Defendant's wage statements failed to accurately identify Plaintiff's total hours worked, including the correct number of hours attributable to his minimum and overtime wages, in violation of Labor Code Sections 226(a) and 226(a)(2).

Further, pursuant to California Labor Code Sections 204 and 210, Defendant failed to timely pay Plaintiff and other Aggrieved Employees all wages owed during the applicable pay periods. These violations resulted from Defendant's failure to compensate Plaintiff for all work performed while off the clock, including work performed after clocking out and during interrupted meal periods, as well as Defendant's failure to provide the meal and rest period premium payments owed for the violations described above. Consequently, Plaintiff and other Aggrieved Employees were sometimes not timely paid all minimum wages, overtime wages, and meal and rest period premium payments earned during the applicable pay periods.

Defendant's unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Elizabeth Novel Cefalu*
Elizabeth Novel Cefalu, Esq.