

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Christine T. LeVu (State Bar #288271)

christine@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

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Superior Court of California,

County of Los Angeles

9/05/2025 11:21 AM

David W. Slayton,

Executive Officer/Clerk of Court,

By M. Ceballos, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MANATUA MALUIA, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

GLOBAL MAIL, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 25NWCV03180

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
227.3, 246, 510, 512, 558(a)(1)(2), 1194,
1197, 1197.1, 1198, 2100, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B), and
the applicable Wage Order(s).

1 Plaintiff Manatua Maluia (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Global Mail, Inc. (referred to
8 as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current and
9 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
10 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
11 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
12 underlying general and/or special damages for those violations, but simply the civil penalties
13 permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

24 THE PARTIES

25 5. Global Mail, Inc. (“DEFENDANT”) is a corporation that at all relevant
26 times mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT provides international mail and small package shipping services,
28

1 as well as mail processing and distribution services for businesses.

2 7. PLAINTIFF was employed by DEFENDANT as a Mail Package Sorter in
3 California from June of 2021 to November 25, 2024. PLAINTIFF was at all times classified by
4 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
5 required meal and rest periods and payment of minimum and overtime wages due for all time
6 worked.

7 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
8 the requirements and exhaust the administrative procedures under the Private Attorney General
9 Act, brings this Representative Action on behalf of the State of California with respect to all
10 individuals who are or previously were employed by DEFENDANT in California, including any
11 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
12 ("AGGRIEVED EMPLOYEES") during the time period of May 14, 2024 until a date as
13 determined by the Court (the "PAGA PERIOD").

14 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
15 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
16 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
17 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246,
18 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of
19 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
20 Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are
21 aggrieved employees within the meaning of Labor Code § 2699.

22 10. The true names and capacities, whether individual, corporate, subsidiary,
23 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
24 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
25 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
26 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
27 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
28 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through

1 50, inclusive, are responsible in some manner for one or more of the events and happenings
2 that proximately caused the injuries and damages hereinafter alleged.

3 11. The agents, servants and/or employees of the Defendants and each of them
4 acting on behalf of the Defendants acted within the course and scope of his, her or its
5 authority as the agent, servant and/or employee of the Defendants, and personally
6 participated in the conduct alleged herein on behalf of the Defendants with respect to the
7 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
8 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
9 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
10 conduct of the Defendants' agents, servants and/or employees.

11 12 THE CONDUCT

13 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
15 worked, meaning the time during which an employee is subject to the control of an
16 employer, including all the time the employee is suffered or permitted to work.
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
18 paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
22 break. DEFENDANT, as a matter of established company policy and procedure,
23 administers a uniform practice of rounding the actual time worked and recorded by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual
27 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at
2 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
3 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
4 records.

5 13. State law provides that employees must be paid overtime and meal and rest
6 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
7 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
8 tied to specific elements of an employee's performance.

9 14. The second component of PLAINTIFF's and the AGGRIEVED
10 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
11 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
12 performance for DEFENDANT. The non-discretionary incentive program provided all
13 employees paid on an hourly basis with incentive compensation when the employees met the
14 various performance goals set by DEFENDANT. However, when calculating the regular
15 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
17 compensation as part of the employees' "regular rate of pay" for purposes of calculating
18 overtime pay and meal and rest break premium pay. Management and supervisors described
19 the incentive program to potential and new employees as part of the compensation package.
20 As a matter of law, the incentive compensation received by PLAINTIFF and the
21 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
22 do so has resulted in a underpayment of overtime compensation and meal and rest break
23 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

24 15. As a result of their rigorous work schedules, PLAINTIFF and the
25 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
26 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
27 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
28 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving

1 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
2 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
3 which these employees were required by DEFENDANT to work ten (10) hours of work.
4 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
5 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
6 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
7 and in accordance with DEFENDANT's corporate policy and practice.

8 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES were also required from time to time to work in excess of four (4) hours
10 without being provided ten (10) minute rest periods. Further, these employees were denied
11 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
12 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
13 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
14 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
15 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
16 also not provided with one hour wages in lieu thereof. Additionally, the applicable
17 California Wage Order requires employers to provide employees with off-duty rest periods,
18 which the California Supreme Court defined as time during which an employee is relieved
19 from all work related duties and free from employer control. In so doing, the Court held that
20 the requirement under California law that employers authorize and permit all employees to
21 take rest period means that employers must relieve employees of all duties and relinquish
22 control over how employees spend their time which includes control over the locations
23 where employees may take their rest period. Employers cannot impose controls that prohibit
24 an employee from taking a brief walk - five minutes out, five minutes back. Here,
25 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
26 unconstrained walks and is unlawful based on DEFENDANT's rule which states
27 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
28 their rest period.

1 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
2 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
3 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
4 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
5 all time worked, meaning the time during which an employee was subject to the control of
6 an employer, including all the time the employee was permitted or suffered to permit this
7 work. DEFENDANT required these employees to work off the clock without paying them
8 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
9 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
10 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES forfeited time worked by working without their time being accurately
12 recorded and without compensation at the applicable minimum wage and overtime wage
13 rates. To the extent that the time worked off the clock does not qualify for overtime
14 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
15 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

16 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
17 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
18 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
19 provides that every employer shall furnish each of his or her employees with an accurate
20 itemized wage statement in writing showing, among other things, gross wages earned and all
21 applicable hourly rates in effect during the pay period and the corresponding amount of time
22 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
23 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
24 during the pay period and the total hours worked, and the applicable pay period in which the
25 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
26 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
27 identify such information. More specifically, the wage statements failed to identify the
28 accurate total hours worked each pay period. When the hours shown on the wage statements

1 were added up, they did not equal the actual total hours worked during the pay period in
2 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
3 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
4 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
5 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
6 statements which violated Cal. Lab. Code § 226.

7 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
8 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
9 the wages are paid not more than seven (7) calendar days following the close of the payroll
10 period. Cal. Lab. Code § 210 provides:

11 in [I]n addition to, and entirely independent and apart from, any other penalty provided
12 this article, every person who fails to pay the wages of each employee as provided in
13 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
14 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

15 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
16 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
17 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
18 wage payments.

19 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
20 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
21 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
22 employees earn non-discretionary remuneration, including, but not limited to, incentives,
23 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
24 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
25 their base rates of pay.

26 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
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1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
9 required under Cal. Lab. Code Section 246.

10 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
11 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
12 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
13 believes and based thereon alleges that such failure to pay sick pay at regular rate was
14 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
15 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

16 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
17 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
18 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
19 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
20 2802, employers are required to indemnify employees for all expenses incurred in the course
21 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
22 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
23 employee in direct consequence of the discharge of his or her duties, or of his or her
24 obedience to the directions of the employer, even though unlawful, unless the employee, at
25 the time of obeying the directions, believed them to be unlawful."

26 26. In the course of their employment PLAINTIFF and the AGGRIEVED
27 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
28 personal cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
2 associated with the use of their personal cellular phones for DEFENDANT's benefit.
3 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
4 DEFENDANT to use their personal cellular phones. As a result, in the course of their
5 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
6 incurred unreimbursed business expenses which included, but were not limited to, costs
7 related to the use of their personal cellular phones all on behalf of and for the benefit of
8 DEFENDANT.

9 27. Labor Code § 2101 provides that each employer that employs 100 or more
10 employees at a single warehouse distribution center in California, or 1,000 employees at one
11 or more warehouse distribution centers in California, shall provide upon hire or within 30
12 days of the effective date of this part, a written description of each quota to which the
13 employee is subject, including the quantified number of tasks to be performed or materials to
14 be produced or handled, within the defined time period, and any potential adverse
15 employment action that could result from failure to meet the quota. PLAINTIFF worked for
16 DEFENDANT at a warehouse distribution center that employed 100 or more employees
17 and/or AGGRIEVED EMPLOYEES.

18 28. Labor Code § 2102 provides that an employee shall not be required to meet a
19 quota that prevents compliance with meal or rest periods, use of bathroom facilities,
20 including reasonable travel time to and from bathroom facilities, or occupational health and
21 safety laws in the Labor Code or division standards. An employer shall not take adverse
22 employment action against an employee for failure to meet a quota that does not allow a
23 worker to comply with meal and rest periods, or occupational health and safety laws in the
24 Labor Code or division standards, or for failure to meet a quota that has not been disclosed
25 to the employee pursuant to Section 2101.

26 29. Labor Code § 2103 provides:

- 27 (a) Any actions taken by an employee to comply with occupational
28 health and safety laws in the Labor Code or division standards shall be

1 considered time on task and productive time for purposes of any quota
2 or monitoring system.

3 (b) Notwithstanding subdivision (a), consistent with existing law,
4 meal and rest breaks are not considered productive time unless the
5 employee is required to remain on call.

6 30. DEFENDANT failed to provide PLAINTIFF and other AGGRIEVED
7 EMPLOYEES with a written description of applicable quotas and any potential adverse
8 employment action that could result from failure to meet the quota in violation of Cal. Lab.
9 Code Section 2100. DEFENDANT's requirement that PLAINTIFF and other
10 AGGRIEVED EMPLOYEES meet quotas also prevented compliance with meal breaks and
11 rest breaks, including reasonable travel time to and from bathroom facilities. DEFENDANT
12 took adverse employment actions against PLAINTIFF and other AGGRIEVED
13 EMPLOYEES for failure to meet a quota that did not allow them to take meal and rest
14 periods and use the bathroom facilities, including reasonable travel time to and from
15 bathroom facilities, and for failure to meet a quota that had never been disclosed to them as
16 required by § 2101.

17
18 32. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
19 terminated and DEFENDANT has not tendered payment of all wages owed as required by
20 law. Additionally, at all times during the term of PLAINTIFF's employment with
21 DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES earned and accrued
22 vested vacation and holiday time on the date of their termination pursuant to
23 DEFENDANT's uniform vacation policies and applicable California law. The amount of
24 vacation pay PLAINTIFF and the other AGGRIEVED EMPLOYEES earned and
25 accumulated is evidenced by DEFENDANT's business records. Additionally,
26 DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFF and other
27 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay and
28 more specifically the final rate of pay that included all non-discretionary incentive

1 compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT
2 underpaid vacation wages to PLAINTIFF and other AGGRIEVED EMPLOYEES at their
3 base rates of pay, instead of including all of the PLAINTIFF's and other AGGRIEVED
4 EMPLOYEES' non-discretionary incentive compensation into the vacation wage payment
5 calculations. DEFENDANT failed to specify in DEFENDANT's written vacation policy the
6 rate at which PLAINTIFF and other AGGRIEVED EMPLOYEES would be paid vacation
7 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
8 practice, policy and procedure to deny paying the PLAINTIFF and other AGGRIEVED
9 EMPLOYEES all of their vested vacation and holiday time, DEFENDANT failed to pay the
10 PLAINTIFF and other AGGRIEVED EMPLOYEES all vested vacation time as wages due
11 upon employment termination, in violation of the California Labor Code, Sections 201, 202,
12 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to PLAINTIFF
13 and other AGGRIEVED EMPLOYEES at their base rates of pay, instead of including all of
14 the PLAINTIFF's and other AGGRIEVED EMPLOYEES' non-discretionary compensation
15 into the waiting time penalty calculations. This failure by DEFENDANT is believed to be
16 the result of DEFENDANT's unlawful, unfair and deceptive refusal to provide compensation
17 for earned, accrued and vested vacation and holiday time, as well as the corresponding
18 waiting time penalties that were paid. DEFENDANT perpetrated this unlawful, unfair and
19 deceptive practice to the detriment of PLAINTIFF and other AGGRIEVED EMPLOYEES.
20 DEFENDANT's uniform practice and policy of failing to pay PLAINTIFF and other
21 AGGRIEVED EMPLOYEES for all vested vacation and holiday time accumulated at
22 employment termination violated and continues to violate Section 227.3 of the California
23 Labor Code.

24 **JURISDICTION AND VENUE**

25
26 33. This Court has jurisdiction over this Action pursuant to California Code of
27 Civil Procedure, Section 410.10.
28

1 34. Venue is proper in this Court pursuant to California Code of Civil Procedure,
2 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
3 employs AGGRIEVED EMPLOYEES across California, including in this County, and
4 committed the wrongful conduct herein alleged in this County against AGGRIEVED
5 EMPLOYEES.

6
7 **FIRST CAUSE OF ACTION**

8 **For Violation of the Private Attorneys General Act**

9 **[Cal. Lab. Code §§ 2698]**

10 **(By PLAINTIFF and Against All Defendants)**

11 35. PLAINTIFF realleges and incorporates by this reference, as though fully set
12 forth herein, the prior paragraphs of this Complaint.

13
14 36. PAGA is a mechanism by which the State of California itself can enforce state
15 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
16 the state's labor law enforcement agencies. An action to recover civil penalties under
17 PAGA is fundamentally a law enforcement action designed to protect the public and not to
18 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
19 but to create a means of "deputizing" citizens as private attorneys general to enforce the
20 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
21 public interest to allow aggrieved employees, acting as private attorneys general to recover
22 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
23 claims cannot be subject to arbitration.

24
25 37. PLAINTIFF, and such persons that may be added from time to time who
26 satisfy the requirements and exhaust the administrative procedures under the Private
27 Attorney General Act, brings this Representative Action on behalf of the State of California
28 with respect to all individuals who are or previously were employed by DEFENDANT in

1 California, including any employees staffed with DEFENDANT by a third party, and
2 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
3 period of May 14, 2024 until a date as determined by the Court (the "PAGA PERIOD").
4

5 38. On May 14, 2025, PLAINTIFF gave written notice by electronic mail to the
6 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
7 employer of the specific provisions of this code alleged to have been violated as required by
8 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
9 herein. On May 28, 2025, PLAINTIFF gave amended written notice by electronic mail to
10 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
11 employer of the specific provisions of this code alleged to have been violated as required by
12 Labor Code § 2699.3. See Exhibit #2, attached hereto and incorporated by this reference
13 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
14 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
15 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
16 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.
17

18 39. The policies, acts and practices heretofore described were and are an unlawful
19 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
20 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
21 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
22 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
23 required expenses, (f) failed to provide wages when due, and (g) failed to provide a written
24 description of applicable quotas and any potential adverse employment action that could result from
25 failure to meet the quota, all in violation of the applicable Labor Code sections listed in Labor
26 Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194,
27 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040,
28 Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil

1 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
2 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
3 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
4 and the AGGRIEVED EMPLOYEES.

5
6 **PRAYER FOR RELIEF**

7
8 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
9 severally, as follows:

10
11 1. On behalf of the State of California and with respect to all AGGRIEVED
12 EMPLOYEES:

13 A) Recovery of civil penalties as prescribed by the Labor Code Private
14 Attorneys General Act of 2004; and,

15 B) An award of attorneys' fees and cost of suit, as allowable under the
16 law, including, but not limited to, pursuant to Labor Code §2699.

17 Dated: September 5, 2025

18 BLUMENTHAL NORDREHAUG BHOWMIK
19 DE BLOUW LLP

20 By: /s/ Norman Blumenthal

21 Norman B. Blumenthal
22 Kyle R. Nordrehaug
23 Nicholas J. De Blouw

24 *Attorneys for Plaintiff*

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¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
rico@bamlawca.com**

**WRITERS EXT:
1009**

**May 14, 2025
CA3651**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Global Mail, Inc.
Certified Mail #9589071052703176334181
C T CORPORATION SYSTEM
AMANDA GARCIA
330 N BRAND BLVD, SUITE 700
GLENDALE, CA 91203**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of 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 Manatua Maluia (“Plaintiff”) and all other Aggrieved Employees of Global Mail, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Global Mail, Inc. in California, including any employees staffed with Global Mail, Inc. by a third party, and classified as non-exempt employees during the time period of May 14, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from June of 2021 to November 25, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as a Mail Package Sorter at Defendant’s facility in Whittier, California, located at 3963 Workman Mill Road, Whittier, CA 90601.

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Throughout Plaintiff's employment and during the PAGA period, Plaintiff was extremely busy and under severe pressure from his supervisors to work as quickly as possible to sort mail and finish other work tasks, such as loading and unloading trucks, making sure departments had necessary equipment and forklift driving. As a result, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant. For example, Plaintiff regularly did not receive compliant meal breaks which were either taken late, after the 5th hour of his shift, interrupted due to work-related issues or not taken at all. Plaintiff received, on average, 2 compliant meal breaks every week. On Mondays, for example, Plaintiff could expect a compliant meal break because Mondays were usually a slow period for incoming and outgoing mail. The heavy workload, lack of coverage and pressure from supervisors, such as Cristofer Granillo, to move mail in and out of the facility as quickly as possible also led to missed rest breaks. On average, Plaintiff missed rest breaks 4 days a week. As a result, during the PAGA Period Plaintiff regularly did not receive compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. During the PAGA Period, Plaintiff *did not receive any* premium payments for meal break or rest break violations despite suffering multiple violations every week. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements for the pay periods from September 8, 2024 through October 5, 2024, showing **zero** rest break premiums paid and **zero** meal break premiums paid by Defendant when Plaintiff regularly did not receive compliant meal and rest breaks during that time period.

Furthermore, as a result of severe pressure from Defendant to keep mail moving in and out of the facility quickly, Plaintiff and other Aggrieved Employees worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, on the 6 a.m. to 2:40 p.m. shift, Plaintiff would sometimes clock out at the end of his shift but keep working for another hour in order get additional work done and avoid overtime if possible. Defendant discouraged employees from working overtime and, during some parts of the year, such as peak season, manager approval for overtime was required. Also, it was not uncommon for Plaintiff to clock out and work during his meal breaks in order to complete jobs as quickly as possible which resulted in additional unpaid off the clock work. Further, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

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Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Often, this did not occur. Plaintiff therefore contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a), such as not including all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiff's correct overtime rate during certain pay periods. For example, attached as **Exhibit #2** is a true and correct copy of Plaintiff's wage statement for the pay period July 14, 2024 through July 27, 2024 where Plaintiff earned overtime and an Employee Recognition bonus of \$125 ("Ee Recognition") which was not factored into Plaintiff's regular rate. The failure to include "Ee Recognition" wages into Plaintiff's regular rate, also was a violation of Cal. Lab code section 510. Further, Defendant underpaid Plaintiff vacation pay in his final wage statement by not including incentive compensation ("\$.00 PREM") earned in the same pay period into Plaintiff's regular rate in violation of California Labor Code section 227.3. Attached as **Exhibit #3** is a true and correct copy of Plaintiff's final wage statement dated December 6, 2024.

Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendants' policy and practice of excluding some forms of non-discretionary wages, including but not limited to Shift Differential wages (eg. "2.00 PREM") and "\$Ee Recognition", from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff paid, but was not reimbursed for, colored markers and a clipboard. Plaintiff was provided with one colored marker but went through at least 12 markers every week which he had to pay for himself. The colored markers were needed to check off palates that go inside mail trucks. Also, even though there was a "no cell phone" policy in the warehouse, Defendant communicated with Plaintiff via cell phone when he became a loader/forklift driver, for the purpose of instructing Plaintiff to get supplies or pull out a load (walkie-talkies were only used by supervisors). Plaintiff and other Aggrieved Employees also had to use their cell phones to download the ADP app for scheduling. Furthermore, Plaintiff was contacted on his cell phone by supervisors, such as Cristofer Granillo, about scheduling issues. Mr. Granillo contacted Plaintiff outside of

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work hours on his cell phone from time to time which resulted in additional unpaid off the clock work.

Furthermore, Defendant failed to provide Plaintiff and other Aggrieved Employees with a written description of applicable quotas and any potential adverse employment action that could result from failure to meet the quota in violation of Cal. Lab. Code Section 2100. Defendant's requirement that Plaintiff and other Aggrieved Employees meet quotas also prevented compliance with meal breaks and rest breaks, including reasonable travel time to and from bathroom facilities. For example, Plaintiff and other Aggrieved Employees were expected to ensure that all mail delivery trucks be loaded by certain times with the correct mail which, in part, involved scanning a certain number of pallet-sized cardboard boxes and making sure paperwork was done correctly. Plaintiff would be written up by his supervisors if mail trucks were not loaded and unloaded accordingly to their scheduled times, which often prevented Plaintiff from taking compliant meal and rest breaks.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as when Plaintiff's employment with Defendant ended in November of 2024) in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* 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.

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

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1



GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Earnings Statement



Period Beginning: 09/08/2024
Period Ending: 09/21/2024
Pay Date: 09/27/2024

Filing Status:
Exemptions/Allowances:
Federal:

MANATUA P MALUIA

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	22.0100	70.55	1,552.81	27,862.28
Overtime	33.0150	4.10	135.37	2,097.09
Impnl			2.82	55.44
\$1.00PRMREG				79.04
\$1.50PREMOT				3.20
Bereavement				1,895.92
Ee Recognition				125.00
Floating Holida				1,395.20
Holiday				170.96
Sick				907.78
Vacation				1,626.43
Gross Pay			\$1,691.00	36,218.34

Net Check **\$0.00**

*** Excluded from federal taxable wages**

Your federal taxable wages this period are
\$1,412.49

**Other Benefits and
Information**

	this period	total to date
Sck Hrs Bal	3.33	
Vac Hrs Bal	9.50	
Totl Hrs Worked	74.65	

Deductions	Statutory	
Social Security Tax	-94.31	2,034.97
Medicare Tax	-22.06	475.92
CA State Income Tax	-7.09	174.47
CA SDI Tax	-16.73	361.04
Other		
Dental Prtx	-15.76*	315.20
Impnl	-2.82	55.44
Medical Prtx	-154.05*	3,081.00
401K Deduction	-108.70*	2,357.96
401K Loan 1	-29.54	590.80
Net Pay	\$1,239.94	
Checking 1	-619.97	13,163.27
Checking 2	-619.97	13,163.23

Additional Tax Withholding Information

Taxable Marital Status:

CA:

Exemptions/Allowances:

CA:

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GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Advice number:
Pay date: 09/27/2024

Deposited to the account of	account number	transit ABA	amount
MANATUA P MALUIA			\$619.97
			\$619.97

NON-NEGOTIABLE



GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Earnings Statement



Period Beginning: 09/22/2024
Period Ending: 10/05/2024
Pay Date: 10/11/2024

Filing Status:
Exemptions/Allowances:
Federal:

MANATUA P MALUIA

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	22.0100	76.61	1,686.19	29,548.47
Overtime	33.0150	1.17	38.63	2,135.72
Impnl			2.82	58.26
\$1.00PRMREG				79.04
\$1.50PREMOT				3.20
Bereavement				1,895.92
Ee Recognition				125.00
Floating Holida				1,395.20
Holiday				170.96
Sick				907.78
Vacation				1,626.43
				37,945.98
Gross Pay			\$1,727.64	

Net Check **\$0.00**

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,439.80

Other Benefits and Information

	this period	total to date
Sck Hrs Bal	6.00	
Vac Hrs Bal	12.58	
Totl Hrs Worked	77.78	

Deductions	Statutory	
	Social Security Tax	-96.59 2,131.56
	Medicare Tax	-22.59 498.51
	CA State Income Tax	-7.69 182.16
	CA SDI Tax	-17.14 378.18
	Other	
	Dental Prtx	-15.76* 330.96
	Impnl	-2.82 58.26
	Medical Prtx	-154.05* 3,235.05
	401K Deduction	-118.03* 2,475.99
	401K Loan 1	-29.54 620.34
	Net Pay	\$1,263.43
	Checking 1	-631.72 13,794.99
	Checking 2	-631.71 13,794.94

Additional Tax Withholding Information

Taxable Marital Status:
CA:
Exemptions/Allowances:
CA:

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GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Advice number:
Pay date: 10/11/2024

Deposited to the account of	account number	transit ABA	amount
MANATUA P MALUIA			\$631.72 \$631.71

NON-NEGOTIABLE

EXHIBIT 2



GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Earnings Statement



Period Beginning: 07/14/2024
Period Ending: 07/27/2024
Pay Date: 08/02/2024

Filing Status:
Exemptions/Allowances:
Federal:

MANATUA P MALUIA

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	22.0100	70.53	1,552.37	22,119.21
Overtime	33.0150	2.99	98.71	1,544.42
Impnl			2.82	44.16
Sick	22.0100	8.00	176.08	731.70
\$1.00PRMREG				79.04
\$1.50PREMOT				3.20
Bereavement				1,895.92
Ee Recognition				125.00
Floating Holida				1,153.09
Holiday				170.96
Vacation				1,164.22
Gross Pay			\$1,829.98	29,030.92

Net Check \$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,539.18

Other Benefits and Information

	this period	total to date
Flh Hrs Bal	11.00	
Sck Hrs Bal	0.67	
Vac Hrs Bal	18.17	
Totl Hrs Worked	73.52	

Deductions	Statutory	
	Social Security Tax	-102.94
	Medicare Tax	-24.07
	CA State Income Tax	-9.87
	CA SDI Tax	-18.26
	Other	
	Dental Prtx	-15.76*
	Impnl	-2.82
	Medical Prtx	-154.05*
	401K Deduction	-120.99*
	401K Loan 1	-29.54
Net Pay	\$1,351.68	
Checking 1	-675.84	10,508.96
Checking 2	-675.84	10,508.93

Additional Tax Withholding Information

Taxable Marital Status:
CA:
Exemptions/Allowances:
CA:

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GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Advice number:
Pay date: 08/02/2024

Deposited to the account of	account number	transit ABA	amount
MANATUA P MALUIA			\$675.84
			\$675.84

NON-NEGOTIABLE

EXHIBIT 3

Earnings Statement



GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Pay Date: 12/06/2024

Filing Status: [REDACTED]

Exemptions/Allowances:

Federal: [REDACTED]

Social Security Number: [REDACTED]

MANATUA P MALUIA

Earnings	rate	hours	this period	year to date
Regular	22.0100	48.00	1,056.48	33,832.06
\$2.00 PREM	22.0100	57.92	115.84	275.84
Vac Payout	22.0100	9.92	218.34	218.34
Overtime				2,164.11
\$1.00PRMREG				79.04
\$1.50PREMOT				3.20
Bereavement				2,424.16
Ee Recognition				125.00
Floating Holida				1,395.20
Holiday				170.96
Impinl				63.90
Sick				1,083.86
Vacation				1,956.58
Gross Pay			\$1,390.66	43,792.25

Other	this period	year to date
Checking 1		15,468.68
Checking 2		15,468.62
Net Check	\$1,164.58	

* Excluded from federal taxable wages

Period Beginning: 11/03/2024

Period Ending: 11/16/2024

Your federal taxable wages this period are
\$1,308.60

Deductions	Statutory		
	Social Security Tax	-86.22	2,472.97
	Medicare Tax	-20.17	578.36
	CA State Income Tax	-22.34	238.74
	CA SDI Tax	-15.29	438.75
	Other		
	401K Deduction	-82.06*	2,867.56
	Dental Prtx		362.48
	Impinl		63.90
	Medical Prtx		3,543.15
	401K Loan 1		679.42
Net Pay		\$1,164.58	

Other Benefits and Information	this period	total to date
Totl Hrs Worked	48.00	

Additional Tax Withholding Information

Taxable Marital Status:

CA: [REDACTED]

Exemptions/Allowances:

CA: [REDACTED]

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GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

MP2

90-477/1222

Payroll check number:

Pay date: 12/06/2024

Pay to the
order of:

MANATUA P MALUIA

This amount:

ONE THOUSAND ONE HUNDRED SIXTY FOUR AND 58/100 DOLLARS

\$1164.58

ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243
VOID - NON-NEGOTIABLE

VOID AFTER 60 DAYS

Wells Fargo Bank, N.A.
5401 California Ave
Bakersfield, CA 93309

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE - VOID

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EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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rico@bamlawca.com

WRITERS EXT:
1009

May 28, 2025
CA3651

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Global Mail, Inc.
Certified Mail #9589071052703176334303
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1098635-25

Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

The original PAGA notice, served on May 14, 2025, was inadvertently mailed to the wrong address. The only purpose of this amended PAGA notice is to serve Defendant at the correct address of its registered agent (CSC-Lawyers Incorporating Service). The original PAGA notice is attached hereto as **Exhibit #1.**

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

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

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1009**

**May 14, 2025
CA3651**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Global Mail, Inc.
Certified Mail #9589071052703176334181
C T CORPORATION SYSTEM
AMANDA GARCIA
330 N BRAND BLVD, SUITE 700
GLENDALE, CA 91203**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of 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 Manatua Maluia (“Plaintiff”) and all other Aggrieved Employees of Global Mail, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Global Mail, Inc. in California, including any employees staffed with Global Mail, Inc. by a third party, and classified as non-exempt employees during the time period of May 14, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from June of 2021 to November 25, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as a Mail Package Sorter at Defendant’s facility in Whittier, California, located at 3963 Workman Mill Road, Whittier, CA 90601.

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Throughout Plaintiff's employment and during the PAGA period, Plaintiff was extremely busy and under severe pressure from his supervisors to work as quickly as possible to sort mail and finish other work tasks, such as loading and unloading trucks, making sure departments had necessary equipment and forklift driving. As a result, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant. For example, Plaintiff regularly did not receive compliant meal breaks which were either taken late, after the 5th hour of his shift, interrupted due to work-related issues or not taken at all. Plaintiff received, on average, 2 compliant meal breaks every week. On Mondays, for example, Plaintiff could expect a compliant meal break because Mondays were usually a slow period for incoming and outgoing mail. The heavy workload, lack of coverage and pressure from supervisors, such as Cristofer Granillo, to move mail in and out of the facility as quickly as possible also led to missed rest breaks. On average, Plaintiff missed rest breaks 4 days a week. As a result, during the PAGA Period Plaintiff regularly did not receive compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. During the PAGA Period, Plaintiff *did not receive any* premium payments for meal break or rest break violations despite suffering multiple violations every week. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements for the pay periods from September 8, 2024 through October 5, 2024, showing **zero** rest break premiums paid and **zero** meal break premiums paid by Defendant when Plaintiff regularly did not receive compliant meal and rest breaks during that time period.

Furthermore, as a result of severe pressure from Defendant to keep mail moving in and out of the facility quickly, Plaintiff and other Aggrieved Employees worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, on the 6 a.m. to 2:40 p.m. shift, Plaintiff would sometimes clock out at the end of his shift but keep working for another hour in order get additional work done and avoid overtime if possible. Defendant discouraged employees from working overtime and, during some parts of the year, such as peak season, manager approval for overtime was required. Also, it was not uncommon for Plaintiff to clock out and work during his meal breaks in order to complete jobs as quickly as possible which resulted in additional unpaid off the clock work. Further, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

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Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Often, this did not occur. Plaintiff therefore contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a), such as not including all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiff's correct overtime rate during certain pay periods. For example, attached as **Exhibit #2** is a true and correct copy of Plaintiff's wage statement for the pay period July 14, 2024 through July 27, 2024 where Plaintiff earned overtime and an Employee Recognition bonus of \$125 ("Ee Recognition") which was not factored into Plaintiff's regular rate. The failure to include "Ee Recognition" wages into Plaintiff's regular rate, also was a violation of Cal. Lab code section 510. Further, Defendant underpaid Plaintiff vacation pay in his final wage statement by not including incentive compensation ("\$.00 PREM") earned in the same pay period into Plaintiff's regular rate in violation of California Labor Code section 227.3. Attached as **Exhibit #3** is a true and correct copy of Plaintiff's final wage statement dated December 6, 2024.

Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendants' policy and practice of excluding some forms of non-discretionary wages, including but not limited to Shift Differential wages (eg. "2.00 PREM") and "\$Ee Recognition", from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff paid, but was not reimbursed for, colored markers and a clipboard. Plaintiff was provided with one colored marker but went through at least 12 markers every week which he had to pay for himself. The colored markers were needed to check off pallets that go inside mail trucks. Also, even though there was a "no cell phone" policy in the warehouse, Defendant communicated with Plaintiff via cell phone when he became a loader/forklift driver, for the purpose of instructing Plaintiff to get supplies or pull out a load (walkie-talkies were only used by supervisors). Plaintiff and other Aggrieved Employees also had to use their cell phones to download the ADP app for scheduling. Furthermore, Plaintiff was contacted on his cell phone by supervisors, such as Cristofer Granillo, about scheduling issues. Mr. Granillo contacted Plaintiff outside of

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

work hours on his cell phone from time to time which resulted in additional unpaid off the clock work.

Furthermore, Defendant failed to provide Plaintiff and other Aggrieved Employees with a written description of applicable quotas and any potential adverse employment action that could result from failure to meet the quota in violation of Cal. Lab. Code Section 2100. Defendant's requirement that Plaintiff and other Aggrieved Employees meet quotas also prevented compliance with meal breaks and rest breaks, including reasonable travel time to and from bathroom facilities. For example, Plaintiff and other Aggrieved Employees were expected to ensure that all mail delivery trucks be loaded by certain times with the correct mail which, in part, involved scanning a certain number of pallet-sized cardboard boxes and making sure paperwork was done correctly. Plaintiff would be written up by his supervisors if mail trucks were not loaded and unloaded accordingly to their scheduled times, which often prevented Plaintiff from taking compliant meal and rest breaks.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as when Plaintiff's employment with Defendant ended in November of 2024) in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Fax: (858) 551-1232

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

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1



GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Earnings Statement



Period Beginning: 09/08/2024
Period Ending: 09/21/2024
Pay Date: 09/27/2024

Filing Status:
Exemptions/Allowances:
Federal:

MANATUA P MALUIA

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	22.0100	70.55	1,552.81	27,862.28
Overtime	33.0150	4.10	135.37	2,097.09
Impnl			2.82	55.44
\$1.00PRMREG				79.04
\$1.50PREMOT				3.20
Bereavement				1,895.92
Ee Recognition				125.00
Floating Holida				1,395.20
Holiday				170.96
Sick				907.78
Vacation				1,626.43
Gross Pay			\$1,691.00	36,218.34

Net Check **\$0.00**

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,412.49

Other Benefits and Information

	this period	total to date
Sck Hrs Bal	3.33	
Vac Hrs Bal	9.50	
Totl Hrs Worked	74.65	

Deductions

Statutory

Social Security Tax	-94.31	2,034.97
Medicare Tax	-22.06	475.92
CA State Income Tax	-7.09	174.47
CA SDI Tax	-16.73	361.04

Other

Dental Prtx	-15.76*	315.20
Impnl	-2.82	55.44
Medical Prtx	-154.05*	3,081.00
401K Deduction	-108.70*	2,357.96
401K Loan 1	-29.54	590.80

Net Pay **\$1,239.94**

Checking 1	-619.97	13,163.27
Checking 2	-619.97	13,163.23

Additional Tax Withholding Information

Taxable Marital Status:

CA:

Exemptions/Allowances:

CA:

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GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Advice number:

Pay date:

09/27/2024

Deposited to the account of

MANATUA P MALUIA

account number

transit ABA

amount

\$619.97

\$619.97

NON-NEGOTIABLE



GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Earnings Statement



Period Beginning: 09/22/2024
Period Ending: 10/05/2024
Pay Date: 10/11/2024

Filing Status:
Exemptions/Allowances:
Federal:

MANATUA P MALUIA

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	22.0100	76.61	1,686.19	29,548.47
Overtime	33.0150	1.17	38.63	2,135.72
Impnl			2.82	58.26
\$1.00PRMREG				79.04
\$1.50PREMOT				3.20
Bereavement				1,895.92
Ee Recognition				125.00
Floating Holida				1,395.20
Holiday				170.96
Sick				907.78
Vacation				1,626.43
				37,945.98
Gross Pay			\$1,727.64	

Net Check **\$0.00**

*** Excluded from federal taxable wages**

Your federal taxable wages this period are
\$1,439.80

**Other Benefits and
Information**

	this period	total to date
Sck Hrs Bal	6.00	
Vac Hrs Bal	12.58	
Totl Hrs Worked	77.78	

Deductions	Statutory	
	Social Security Tax	-96.59 2,131.56
	Medicare Tax	-22.59 498.51
	CA State Income Tax	-7.69 182.16
	CA SDI Tax	-17.14 378.18
	Other	
	Dental Prtx	-15.76* 330.96
	Impnl	-2.82 58.26
	Medical Prtx	-154.05* 3,235.05
	401K Deduction	-118.03* 2,475.99
	401K Loan 1	-29.54 620.34
	Net Pay	\$1,263.43
	Checking 1	-631.72 13,794.99
	Checking 2	-631.71 13,794.94

Additional Tax Withholding Information

Taxable Marital Status:

CA:

Exemptions/Allowances:

CA:

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GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Advice number:
Pay date: 10/11/2024

Deposited to the account of	account number	transit ABA	amount
MANATUA P MALUIA			\$631.72 \$631.71

NON-NEGOTIABLE

EXHIBIT 2



GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Earnings Statement



Period Beginning: 07/14/2024
Period Ending: 07/27/2024
Pay Date: 08/02/2024

Filing Status:
Exemptions/Allowances:
Federal:

MANATUA P MALUIA

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	22.0100	70.53	1,552.37	22,119.21
Overtime	33.0150	2.99	98.71	1,544.42
Impnl			2.82	44.16
Sick	22.0100	8.00	176.08	731.70
\$1.00PRMREG				79.04
\$1.50PREMOT				3.20
Bereavement				1,895.92
Ee Recognition				125.00
Floating Holida				1,153.09
Holiday				170.96
Vacation				1,164.22
Gross Pay			\$1,829.98	29,030.92

Net Check \$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,539.18

Other Benefits and Information

	this period	total to date
Flh Hrs Bal	11.00	
Sck Hrs Bal	0.67	
Vac Hrs Bal	18.17	
Totl Hrs Worked	73.52	

Deductions	Statutory	
	Social Security Tax	-102.94
	Medicare Tax	-24.07
	CA State Income Tax	-9.87
	CA SDI Tax	-18.26
	Other	
	Dental Prtx	-15.76*
	Impnl	-2.82
	Medical Prtx	-154.05*
	401K Deduction	-120.99*
	401K Loan 1	-29.54
Net Pay	\$1,351.68	
Checking 1	-675.84	10,508.96
Checking 2	-675.84	10,508.93

Additional Tax Withholding Information

Taxable Marital Status:

CA:

Exemptions/Allowances:

CA:

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GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Advice number:
Pay date: 08/02/2024

Deposited to the account of
MANATUA P MALUIA

account number	transit ABA	amount
		\$675.84
		\$675.84

NON-NEGOTIABLE

EXHIBIT 3

Earnings Statement



GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

Pay Date: 12/06/2024

Filing Status: [REDACTED]

Exemptions/Allowances:

Federal: [REDACTED]

Social Security Number: [REDACTED]

MANATUA P MALUIA

Earnings	rate	hours	this period	year to date
Regular	22.0100	48.00	1,056.48	33,832.06
\$2.00 PREM	22.0100	57.92	115.84	275.84
Vac Payout	22.0100	9.92	218.34	218.34
Overtime				2,164.11
\$1.00PRMREG				79.04
\$1.50PREMOT				3.20
Bereavement				2,424.16
Ee Recognition				125.00
Floating Holida				1,395.20
Holiday				170.96
Impinl				63.90
Sick				1,083.86
Vacation				1,956.58
Gross Pay			\$1,390.66	43,792.25

Other	this period	year to date
Checking 1		15,468.68
Checking 2		15,468.62
Net Check	\$1,164.58	

* Excluded from federal taxable wages

Period Beginning: 11/03/2024

Period Ending: 11/16/2024

Your federal taxable wages this period are
\$1,308.60

Deductions	Statutory	
Social Security Tax	-86.22	2,472.97
Medicare Tax	-20.17	578.36
CA State Income Tax	-22.34	238.74
CA SDI Tax	-15.29	438.75
Other		
401K Deduction	-82.06*	2,867.56
Dental Prtx		362.48
Impinl		63.90
Medical Prtx		3,543.15
401K Loan 1		679.42
Net Pay	\$1,164.58	

Other Benefits and Information	this period	total to date
Totl Hrs Worked	48.00	

Additional Tax Withholding Information

Taxable Marital Status:

CA: [REDACTED]

Exemptions/Allowances:

CA: [REDACTED]

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GLOBAL MAIL, INC
2700 SOUTH COMMERCE PKWY, STE. 300
WESTON, FL 33331
954-595-1943

MP2

90-477/1222

Payroll check number:

Pay date: 12/06/2024

Pay to the
order of:

MANATUA P MALUIA

This amount:

ONE THOUSAND ONE HUNDRED SIXTY FOUR AND 58/100 DOLLARS

\$1164.58

ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243

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