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[EXEMPT FROM FILING FEES PURSUANT  
TO GOVERNMENT CODE SECTION 6103]

9 *Attorneys for the People of the State of California*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN DIEGO

13 **THE PEOPLE OF THE STATE OF  
CALIFORNIA,**

14 Plaintiff,

15 v.

16 **PACKERS SANITATION SERVICES, INC.,  
LTD., dba FORTREX; PACKERS  
17 SANITATION SERVICES, LTD., LLC, a  
18 California corporation; and DOES 1 through  
19 20, inclusive,**

20 Defendants.

Case No.

Unlimited Civil

**COMPLAINT FOR PERMANENT  
INJUNCTION, RESTITUTION, CIVIL  
PENALTIES, AND OTHER EQUITABLE  
RELIEF**

(BUS. & PROF. CODE, §§ 17200 et seq.,  
16600)

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23 Plaintiff, the People of the State of California (“Plaintiff” or the “People”), by and through  
24 Rob Bonta, Attorney General of the State of California (“Attorney General”) bring this action  
25 against Packers Sanitation Services, Inc. LTD., dba Fortrex; Packers Sanitation Services, Ltd.,  
26 LLC, (collectively “PSSI”); and DOES 1 through 20, and allege as follows:  
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28

1 **INTRODUCTION**

2 1. The People bring this civil enforcement action against PSSI for placing  
3 impermissible constraints on employee mobility in violation of the California Unfair Competition  
4 Law (Bus. & Prof. Code, § 17200 et seq.).

5 2. This case concerns no-poach agreements, whereby arrangements are made between  
6 companies to refrain from hiring each other's employees.

7 3. The California Attorney General has recognized that no-poach agreements can  
8 violate California law and negatively impact workers by limiting job opportunities and career  
9 growth; restricting wage increases and competitive job offers; and creating a stagnant labor  
10 market where workers are less likely to find better employment conditions.

11 4. PSSI is a cleaning and sanitation company that provides contract work at food  
12 processing and meat packing establishments in California and throughout the United States.

13 5. Since at least September 2019 (“Relevant Period”), PSSI violated Business and  
14 Professions Code section 16600 by entering into contracts for cleaning and sanitation services  
15 with customers in California that restrained PSSI’s employees from engaging in a lawful  
16 profession by prohibiting their employment by customers for a period of time, typically during  
17 the term of the service contract and up to one year following its termination. These terms  
18 effectively deterred PSSI’s customers from hiring PSSI’s present and former employees,  
19 therefore unlawfully limiting their mobility under California law.

20 **PARTIES**

21 6. Plaintiff is the People of the State of California. The People bring this action by and  
22 through Rob Bonta, the Attorney General of the State of California and the chief law officer of  
23 the state. (Cal. Const., art. V, 13.)

24 7. Defendant Packers Sanitation Services, Inc. LTD., doing business as Fortrex as of  
25 January 2025, is a limited liability company organized under the laws of the State of Ohio with its  
26 principal office located in Wisconsin. Packers Sanitation Services, Ltd., LLC, also doing business  
27 as Fortrex as of January 2025, is a California limited liability corporation.



1           15. During the Relevant Period, PSSI provided cleaning and janitorial services in  
2 California pursuant to approximately 24 contracts with meatpacking and food processing  
3 companies, including well-known names such as Foster Farms, Harris Ranch, Gate Gourmet, and  
4 Pilgrim's Pride.

5           16. PSSI employed approximately 6,000 employees in California who worked pursuant  
6 to contracts between PSSI and its customers during the Relevant Period.

7           17. In order to provide services, PSSI entered into a services agreement with its  
8 customers, often called a Sanitation Services Agreement. Most often, this contract reflected a  
9 standard agreement from PSSI defining the scope of services, the term of the agreement,  
10 compensation details, and other relevant contractual terms.

11           18. Of the 24 operative agreements for sanitation services in California during the  
12 Relevant Period, 22 of them contained provisions barring PSSI's customers from hiring PSSI  
13 employees for a period of time, typically during the term of the service contract and some time  
14 period following its termination of the contract (hereafter the "No Hire Provision"). The most  
15 common version of the provision provided that PSSI's customer "will not directly or indirectly  
16 solicit, employ or retain in any capacity, or directly or indirectly offer to employ [sic] or retain in  
17 any capacity, any personnel of PSSI who are working or have worked at [customer's] site  
18 pursuant to this Agreement."

19           19. Some service contracts contained modifications to the standard No Hire Provision.  
20 Upon information and belief, such modifications reflected the results of standard contract  
21 negotiations or requests from PSSI's customers.

22           20. Two contracts between PSSI and California customers that did not contain the No  
23 Hire Provision were contracts supplied directly by customers of PSSI.

24           21. The No Hire Provision barred PSSI's customers from hiring PSSI's employees,  
25 thereby restraining PSSI's employees from engaging in a lawful profession, without breaching the  
26 services agreement with PSSI, and thus rendering themselves liable for breach of contract and  
27 associated remedies.

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- 1           3.     That pursuant to Business and Professions Code section 17206, PSSI be assessed a  
2 civil penalty in an amount up to \$2,500 for each violation of Business and Professions Code  
3 section 17200 et seq., as proven at trial;
- 4           4.     That the People recover its costs of suit, including all costs of investigation; and
- 5           5.     Such other and further relief as the court deems appropriate and just.

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Dated: April 30, 2025

Respectfully submitted,  
  
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Supervising Deputy Attorney General

/s/ Mana Barari  
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