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10 Attorneys for: Plaintiff SILVIA LEMUS, individually and on behalf of all other
11 aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – CENTRAL**

14 SILVIA LEMUS, individually and on behalf of
15 all other aggrieved employees,

16 Plaintiffs,

17 v.

18 TARNIK, INC., dba PDA GROUP, an active
19 California Corporation; REAL TIME
20 STAFFING SERVICES, LLC dba SELECT
21 STAFFING, an active California Limited
22 Liability Company; EMPLOYBRIDGE, LLC,
23 an active California Limited Liability
24 Company; and DOES 1 through 10,

25 Defendants.

Case No.: 21STCV40242

Assigned to:

Department:

Complaint Filed:

**COMPLAINT FOR VIOLATIONS
UNDER THE CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

1 Plaintiff SILVIA LEMUS ("Plaintiff") brings this action under the California
2 Private Attorneys General Act ("PAGA") on behalf of the State of California, as the
3 representative Plaintiff that includes herself and all other aggrieved employees as
4 described herein, and alleges:

- 5 1. At all relevant times hereto, Plaintiff SILVIA LEMUS is a resident of the State of
6 California, and was employed by Defendant TARNIK, INC., dba PDA GROUP
7 ("PDA"), Defendant REAL TIME STAFFING SERVICES, LLC dba SELECT
8 STAFFING, ("SELECT"), and Defendant EMPLOYBRIDGE, LLC
9 ("EMPLOYBRIDGE") (jointly referred to hereinafter as "Defendants") in
10 California from on or about September 2018 through on or about September 8,
11 2020.
- 12 2. At all times relevant hereto, Defendant TARNIK, INC., dba PDA GROUP was
13 an active California Corporation and was doing business in California.
14 Defendant REAL TIME STAFFING SERVICES, LLC dba SELECT STAFFING
15 and Defendant EMPLOYBRIDGE, LLC, were active California Limited Liability
16 Companies and were doing business in California. PDA is engaged in the
17 business of packaging and distribution and SELECT and EMPLOYBRIDGE are
18 staffing agencies.
- 19 3. Plaintiff is ignorant of the true names, capacities, relationships and extent of
20 participation in the conduct herein alleged, of the Defendants sued herein as
21 Does 1 through 10, but she is informed and believes and thereon alleges that
22 said Defendants are legally responsible for the wrongful conduct alleged herein
23 and therefore sues these Defendants by such fictitious names under Code of
24 Civil Procedure § 474. Plaintiff will amend this Complaint to allege their true
25 names and capacities when ascertained.
- 26 4. Plaintiff is informed and believes and thereon alleges that each Defendant acted
27 in all respects pertinent to this action as the agent of the other Defendants,
28 carried out a joint scheme, business plan or policy in all respects pertinent

1 hereto, and the acts of each Defendant are legally attributable to the other
2 Defendants.

- 3 5. Venue is proper in this judicial district, pursuant to Code of Civil Procedure §
4 395. The County of Los Angeles is the proper venue, because work for
5 Defendants was performed by Plaintiff in the County of Los Angeles and the
6 legal obligations owed by Defendants to Plaintiff and other aggrieved
7 employees were breached in the County of Los Angeles.
- 8 6. This action is brought by Plaintiff on behalf of all aggrieved employees as
9 described as follows: All current and former non-exempt employees who
10 worked for Defendants in California during the covered time period.
- 11 7. On August 25, 2021, Plaintiff on behalf of the State of California, herself, and all
12 aggrieved employees provided written notice by online submission to the
13 Labor and Workforce Development Agency ("LWDA") and by certified mail to
14 Defendants that Defendants have violated and continue to violate the California
15 Labor Code. Plaintiff's claim was assigned case number LWDA-CM-842509-21
16 by the LWDA. A true and correct copy of Plaintiff's notice letter is attached
17 hereto as **Exhibit "A"**.
- 18 8. Pursuant to Lab. Code §2699.3(a), no response has been received from the
19 LWDA of its intent to prosecute within sixty-five (65) days of the postmark date
20 of August 25, 2021 regarding Plaintiff's allegations.
- 21 9. As a result, Plaintiff has exhausted all statutory procedures required of her
22 under Lab. Code §§ 2698, 2699, and 2699.3, and as a result, is justified as a
23 matter of right and law in bringing forward this claim and cause of action.
- 24 10. Defendants implemented the policy and practice of failing to properly pay
25 employees for all hours worked due to improper time tracking, improper use of
26 debit pay cards, and performance of off-the-clock work.
- 27 11. Defendants engage in the practice of not allowing mandated meal breaks and
28 not compensating employees for any missed, late, or short meal breaks.

- 1 Employees did not receive premium pay for any missed, late, or short meal
2 period.
- 3 12. Defendants engage in the practice of not allowing mandated rest breaks and not
4 compensating employees for any missed, late, or short rest breaks. Employees
5 were regularly not afforded an opportunity to take rest breaks every four hours,
6 or major fraction thereof, they worked. Employees did not receive premium
7 pay for any missed rest breaks.
- 8 13. At the time of an employee's separation (whether it be by termination or
9 resignation) Defendants have failed to provide the employee with all monies
10 owed, including meal break premiums, rest break premiums, and unpaid
11 wages for work performed, including overtime and double-time wages to the
12 extent applicable.
- 13 14. Defendants have adopted a custom and practice of failing to provide wage
14 statements which reflect all hours worked during any pay period, whether or
15 not employees received all wages entitled to, including meal and rest break
16 premiums.
- 17 15. Plaintiff and all other similarly aggrieved California employees intend to seek
18 all penalties for the violations described above, including but not limited to
19 Labor Code § 558.
- 20 16. The specific California Labor Code Sections violated under PAGA by
21 Defendant includes but are not limited to the following: Lab. Code §§201-203;
22 Lab. Code § 204; Lab. Code § 212; Lab. Code § 213; Lab. Code § 226; Lab. Code §
23 226.7; Lab. Code § 510; Lab. Code § 512; and Lab. Code § 1194.
- 24 17. As a result of the acts alleged above, Plaintiff seeks penalties under Lab. Code §
25 2698 and 2699, and all other applicable sections, because of Defendants'
26 violations of the above stated provisions of the California Labor Code.
- 27 18. Pursuant to Lab. Code § 2699, civil penalties recoverable by aggrieved
28 employees shall be distributed seventy-five percent (75%) to the LWDA and

1 Plaintiff and all similarly aggrieved employees should be awarded twenty-five
2 percent (25%) of all penalties due under California law. Plaintiff shall be
3 entitled to reasonable attorneys' fees and costs.
4

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff prays judgment against Defendants as follows:

7 A. Pursuant to Lab. Code § 2699, Plaintiff and aggrieved employees should
8 be awarded twenty-five percent (25%) of all penalties due under California law, as
9 well as attorneys' fees and costs; the LWDA shall be awarded seventy-five percent
10 (75%) of all penalties due under California law;

11 B. Civil penalties pursuant to Labor Code § 558;

12 C. For costs of the suit incurred;

13 D. Reasonable attorney's fees and costs pursuant to statute, including, but
14 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5; and

15 E. For such other relief that the Court may deem just and proper, including
16 prejudgment interest and costs.
17

18 DATED: November 1, 2021

MOORADIAN LAW, APC

19
20 By: _____

21 **Zorik Mooradian,**

22 **Haik Hacopian,**

23 Attorneys for Plaintiff and aggrieved
24 employees
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26
27
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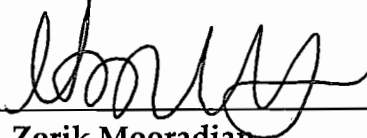
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18 DATED: November 1, 2021

MOORADIAN LAW, APC

19
20 By: 

Zorik Mooradian,

Haik Hacopian,

Attorneys for Plaintiff and aggrieved
23 employees
24
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26
27
28

MOORADIAN LAW, APC
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Calabasas, California 91302
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Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

AUGUST 25, 2021

VIA USPS CERTIFIED MAIL

Tarnik, Inc. dba PDA Group
24730 Ave Rockefeller
Valencia, CA 91355
7019 0700 0002 2582 8472

Real Time Staffing Services, LLC dba
Select Staffing
1040 Crown Pointe Parkway, Suite 1040
Atlanta, GA 30338
7019 0700 0002 2582 8465

Employbridge, LLC
1040 Crown Pointe Parkway, Suite 1040
Atlanta, GA 30338
7019 0700 0002 2582 8458

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Tarnik, Inc. dba PDA Group, Real Time Staffing Services, LLC dba
Select Staffing, and Employbridge, LLC

To Whom It May Concern:

This office represents Ms. Silvia Lemus with respect to Private Attorneys General Act ("PAGA") claims that she intends to pursue against Tarnik, Inc. dba PDA Group ("PDA"), Real Time Staffing Services, LLC dba Select Staffing ("Select"), and Employbridge, LLC (Employbridge) (collectively referred to herein as "Employers") based upon their illegal wage and hour practices in the State of California as to their non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

EXHIBIT "A"

Select and Employbridge are staffing agencies which provide employees to PDA, which is engaged in the business of packaging and distribution. Ms. Lemus worked as a non-exempt hourly employee of Employers at the facility located at 24730 Avenue Rockefeller in Valencia, California. Employers employ numerous non-exempt, hourly paid employees such as Ms. Lemus in California. Unfortunately, Employers have engaged in the following practices:

Failure to Pay Wages

Employers implemented the policy and practice of failing to pay employees for all hours worked. Notably, Employers did not maintain a time clock, electronic or otherwise, for employees. Employees were unable to tell whether they were being correctly paid for the time that they were working. Employees were never provided with a means to verify whether any time attributed to them, and corresponding the payment of wages, was correct. Additionally, Employers adopted a system of paying employees through debit pay cards that did not result in the full and timely payment of wages owed to employees. The foregoing practices resulted in underpayment of wages, including underpayment of overtime and double-time to the extent applicable.

Meal Breaks

Employers engage in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Notably, because no time clock system was maintained, meal breaks were never tracked or recorded.

Rest Breaks

Employers engage in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks. To the extent any break was provided, it would consist of a single meal break during the workday.

Waiting Time

At the time of an employee's separation (whether it be by termination or resignation) Employers have failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable. The use of debit pay cards further compounded delays associated with the final payment of wages.

Noncompliant Wage Statements

Employers have adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums. Moreover, the wage statements issued to employees did not list the total hours worked during the pay period nor did the wage statements identify employer names and addresses.

Additional Penalties

Ms. Lemus and all other similarly aggrieved California employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Employers have violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Employers violated, and continue to violate, Labor Code Section 201 by failing to pay the employees they have discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Employers violated, and continue to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Employers violated, and continue to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204: Employers violated, and continue to violate, Labor Code Section 204 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 212: Employers violated, and continue to violate, Labor Code Section 212 by paying wages to employees through debit pay cards that did not permit the withdrawal of cash, on demand, without discount.

Labor Code Section 213: Employers violated, and continue to violate, Labor Code Section 213 by imposing the mandatory use debit pay cards by employees to access wages they were owed.

Labor Code Section 226: Employers violated, and continue to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Employers violated, and continue to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 510: Employers violated, and continue to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law.

Labor Code Section 512: Employers violated, and continue to violate, Labor Code Section 512 by not providing aggrieved employees with legally compliant meal periods.

Labor Code Section 1194: Employers violated, and continue to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.* Ms. Lemus and all other similarly aggrieved California employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian
HAIK HACOPIAN

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☐ Adult Signature Restricted Delivery \$0.00

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\$
Total Postage and Fees \$4.15
\$

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Sent To EMPLOYBRIDGE, LLC
Street and Apt. No., or PO Box No.
1040 CROWN POINTE PKWY, SUITE 1040
City, State, ZIP+4®
ATLANTA, GA 30338

PS Form 3800, April 2015 PSN 7530-02-000-9047

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55
\$
Total Postage and Fees \$4.15
\$

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08/25/2021

Sent To TARNIK, INC - DBA PDA Group
Street and Apt. No., or PO Box No.
24730 AVE ROCKEFELLER
City, State, ZIP+4®
VALENCIA, CA 91355

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55
\$
Total Postage and Fees \$4.15
\$

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08/25/2021

Sent To REAL TIME STAFFING SVCS LLC, DBA SELECT STAFF
Street and Apt. No., or PO Box No.
1040 CROWN POINTE PKWY STE. 1040
City, State, ZIP+4®
ATLANTA, GA 30338

PS Form 3800, April 2015 PSN 7530-02-000-9047

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