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Superior Court of California
County of Fresno
By: I. Herrera, Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF FRESNO**

13 ABRAHAM NERI OROZCO, ANGEL
14 MARQUEZ, BENJAMIN AMBRIZ BUSTOS,
15 DIEGO GOMEZ-PADILLA, JUAN GARCIA
16 RUIZ, and PAUL LUERA JR. III, on behalf of
17 the State of California and other aggrieved
18 persons,

19 *Plaintiffs,*

20 v.

21 EMPLOYNET, INC., a California corporation,
22 VAN-G TRUCKING, INC. DBA VAN-G
23 LOGISTICS, a California corporation; and
24 DOES 1 through 10, inclusive,

25 *Defendants.*

26 Case No.: [22CECG03449](#)

27 **PAGA REPRESENTATIVE ACTION**
28 **COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiffs ABRAHAM NERI OROZCO, ANGEL MARQUEZ, BENJAMIN AMBRIZ
2 BUSTOS, DIEGO GOMEZ-PADILLA, JUAN GARCIA RUIZ and PAUL LUCERA JR. III
3 (“Plaintiffs”), based on information and belief, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants EMPLOYNET, INC., VAN-G
6 TRUCKING, INC. DBA VAN-G LOGISTICS, and DOES 1 through 10 (Defendants and DOES 1
7 through 10 are collectively referred to as “Defendants”) for civil penalties under the Private
8 Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from
9 Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages),
10 failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned
11 wages twice per month, failure to maintain accurate records of hours worked and meal periods,
12 failure to timely pay final wages, failure to furnish accurate wage statements, and failure to
13 indemnify for necessary expenditures.

14 2. For over 50 years, California’s courts and legislature have recognized that this
15 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
16 Wages are not ordinary debts. Because of the economic position of the average worker and his or
17 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
18 employees are promptly paid the minimum/overtime wages that the Legislature has required for
19 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
20 criminalized certain types of violations. In extending extra protection to deter violations of these
21 underlying statutes—since Plaintiffs are not seeking general and/or special damages, restitution,
22 or other damages other than civil penalties—California has enacted PAGA to permit an individual
23 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant period who are or were harmed by
25 Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees worked for
26 Defendants as hourly-paid or non-exempt employees within the applicable period.

27 4. Plaintiffs bring this action against Defendants seeking only to recover penalties on
28 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of

1 California. Plaintiffs do not seek to recover anything other than penalties as permitted by
2 California Labor Code Section 2699 at this time. To the extent that statutory violations are
3 mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages
4 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
5 declaratory relief, and injunctive relief for themselves and all Aggrieved Employees as permitted
6 by the PAGA.

7 5. Defendants own/owned and operate/operated an industry, business, and
8 establishment within the State of California, including Fresno County. As such and based upon all
9 the facts and circumstances incident to Defendants' business in California, Defendants are subject
10 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"),
11 and the California Business & Professions Code.

12 6. On information and belief, Defendants, and each of them were on actual and
13 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
14 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
15 willful and deliberate.

16 7. At all relevant times, Defendants were and are legally responsible for all of the
17 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
18 foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further,
19 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
20 the doctrine of "respondeat superior".

21 **THE PARTIES**

22 **A. Plaintiffs**

23 7. Plaintiff ABRAHAM NERI OROZCO is a resident of Tulare County, California
24 who worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee
25 from approximately January 2022 to approximately March 2022.

26 8. Plaintiff ANGEL MARQUEZ is a resident of Fresno County, California who
27 worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from
28 approximately January 2022 to approximately March 2022.

1 9. Plaintiff BENJAMIN AMBRIZ BUSTOS is a resident of Tulare County, California
2 who worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee
3 from approximately September 2021 to approximately March 2022.

4 10. Plaintiff DIEGO GOMEZ-PADILLA is a resident of Tulare County, California who
5 worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from
6 approximately August 2021 to approximately March 2022.

7 11. Plaintiff JUAN GARCIA RUIZ is a resident of Fresno County, California who
8 worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from
9 approximately August 2020 to approximately March 2022.

10 12. Plaintiff PAUL LUERA JR. III is a resident of Fresno County, California who
11 worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from
12 approximately October 2019 to May 2020.

13 **B. Defendants**

14 8. Plaintiffs are informed and believe, and based upon that information and belief
15 allege, that Defendants EMPLOYNET, INC., VAN-G TRUCKING, INC. DBA VAN-G
16 LOGISTICS are, and at all times herein mentioned, were:

17 (a) Business entities qualified to do business and actually conducting business
18 in numerous counties throughout the State of California, including Fresno
19 County; and,

20 (b) The former employer of Plaintiffs, and the current and/or former employer
21 of the Aggrieved Employees because Defendants EMPLOYNET, INC.,
22 VAN-G TRUCKING, INC. DBA VAN-G LOGISTICS suffered and
23 permitted Plaintiffs and the Aggrieved Employees to work, and/or controlled
24 their wages, hours, or working conditions.

25 9. Plaintiffs do not know the true names or capacities of the persons or entities sued
26 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
27 of the Doe Defendants were in some manner legally responsible for the damages suffered by
28 Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to

1 set forth the true names and capacities of these Defendants when they have been ascertained,
2 together with appropriate charging allegations, as may be necessary.

3 10. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
4 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
5 injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of
6 California.

7 11. Plaintiffs are informed and believe and thereon allege that at all relevant times each
8 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
9 other employees and exercised control over their wages, hours, and working conditions. Plaintiffs
10 are informed and believe and thereon allege that, at all relevant times, each Defendant was the
11 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
12 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
13 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
14 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
15 for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and
16 thereon allege that each Defendant acted pursuant to and within the scope of the relationships
17 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
18 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

19 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

20 12. Plaintiff ABRAHAM NERI OROZCO is a resident of Tulare County, California
21 who worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee
22 from approximately January 2022 to approximately March 2022. At all times, Defendants paid
23 Plaintiff an hourly wage and classified him as non-exempt from overtime.

24 13. Plaintiff ANGEL MARQUEZ is a resident of Fresno County, California who
25 worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from
26 approximately January 2022 to approximately March 2022. At all times, Defendants paid Plaintiff
27 an hourly wage and classified him as non-exempt from overtime.

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1 14. Plaintiff BENJAMIN AMBRIZ BUSTOS is a resident of Tulare County, California
2 who worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee
3 from approximately September 2021 to approximately March 2022. At all times, Defendants paid
4 Plaintiff an hourly wage and classified him as non-exempt from overtime.

5 15. Plaintiff DIEGO GOMEZ-PADILLA is a resident of Tulare County, California who
6 worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from
7 approximately August 2021 to approximately March 2022. At all times, Defendants paid Plaintiff
8 an hourly wage and classified him as non-exempt from overtime.

9 16. Plaintiff JUAN GARCIA RUIZ is a resident of Fresno County, California who
10 worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from
11 approximately August 2020 to approximately March 2022. At all times, Defendants paid Plaintiff
12 an hourly wage and classified him as non-exempt from overtime.

13 17. Plaintiff PAUL LUERA JR. III is a resident of Fresno County, California who
14 worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from
15 approximately October 2019 to May 2020. At all times, Defendants paid Plaintiff an hourly wage
16 and classified him as non-exempt from overtime.

17 18. Throughout Plaintiffs' employment, Defendants committed numerous labor code
18 violations under state law. As discussed below, Plaintiffs' experience working for Defendants were
19 typical and illustrative.

20 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and**
21 **Overtime Wages**

22 19. Under California law, an employer must pay for all hours worked by an employee.
23 "Hours worked" is the time during which an employee is subject to the control of an employer and
24 includes all the time the employee is suffered or permitted to work, whether or not required to do
25 so.

26 20. Labor Code § 510 provides that employees in California shall not be employed more
27 than eight hours in any workday or forty (40) hours in a workweek unless they receive additional
28 compensation beyond their regular wages in amounts specified by law.

1 21. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
2 be employed more than eight hours in any workday unless they receive additional compensation
3 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
4 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

5 22. Throughout the statutory period, Defendants maintained a policy and practice of not
6 paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum, straight
7 time, and overtime wages. Defendants required Plaintiffs and the Aggrieved Employees to work
8 “off-the-clock,” uncompensated, by, for example, requiring Plaintiffs and the Aggrieved
9 Employees to perform work after during uncompensated meal periods and/or requiring Plaintiffs
10 and the Aggrieved Employees to perform work after clocking out for the workday. Some of this
11 unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
12 Defendants also failed to maintain accurate records of the hours Plaintiffs and the Aggrieved
13 Employees worked.

14 **B. Failure to Provide Meal Periods**

15 23. Under California law, employers have an affirmative obligation to relieve
16 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
17 start of the fifth hour of work in a workday, and to allow employees to take their second 30-minute
18 meal period no later than the start of the tenth hour of work in a workday. Further, employees are
19 entitled to be paid one hour of additional wages for each workday they were not provided with a
20 required meal period(s).

21 24. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiffs
22 and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free
23 meal period in a manner required by law (and also including but not limited to failing to provide
24 Plaintiffs and the Aggrieved Employees the opportunity to leave the work premises to take meal
25 periods). Defendants also continued to assert control over Plaintiffs and the Aggrieved Employees
26 by, among other things, requiring, pressuring, or encouraging them to perform work tasks which
27 could not be completed without working in lieu of taking mandatory meal periods, or by denying
28 Plaintiffs and the Aggrieved Employees permission to take a meal period under the conditions

1 required by law, and without properly compensating Plaintiffs and the Aggrieved Employees for
2 meal periods that were not provided as required by law. Defendants also never informed Plaintiffs
3 of their right to, nor permitted them to take, a second meal period when Plaintiffs worked at least
4 ten hours of work in a workday and otherwise unlawfully pressured them to waive such breaks.
5 Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiffs and the
6 Aggrieved Employees in compliance with California law.

7 25. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of
8 additional wages for each workday he or she was not provided with all required meal period(s).
9 Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional
10 wages to which they were entitled for meal periods that were not provided.

11 **C. Failure to Authorize and Permit Rest Periods**

12 26. Employers are required by California law to authorize and permit breaks of ten
13 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
14 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
15 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
16 a violation of California's rest break laws.

17 27. Throughout the statutory period, Defendants have wrongfully failed to authorize
18 and permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods in a
19 manner required by law (and also including but not limited to failing to authorize and permit
20 Plaintiffs and the Aggrieved Employees the opportunity to leave the work premises to take rest
21 periods). Defendants also regularly required Plaintiffs and the Aggrieved Employees to work in
22 excess of four consecutive hours a day without Defendants authorizing and permitting them to take
23 a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction
24 of four hours), and without properly compensating Plaintiffs and the Aggrieved Employees for rest
25 periods that were not authorized or permitted. Instead, among other things, Defendants continued
26 to assert control over Plaintiffs and the Aggrieved Employees by requiring, pressuring, or
27 encouraging them to perform work tasks which could not be completed without working in lieu of
28 taking mandatory rest periods, and by denying Plaintiffs and the Aggrieved Employees permission

1 to take a rest period under the conditions required by law. Accordingly, Defendants' policy and
2 practice was to not authorize and permit Plaintiffs and the Aggrieved Employees to take rest
3 periods in compliance with California law.

4 28. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of
5 additional wages for each workday he or she was not authorized and permitted to take all required
6 rest periods. Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees
7 the additional wages to which they were entitled for rest periods and that they were not authorized
8 and permitted to take.

9 **D. Failure to Pay All Earned Wages Twice Per Month**

10 29. Based on its failure to pay Plaintiffs and the Aggrieved Employees for all wages as
11 discussed above, Defendants also violated Labor Code § 204.

12 30. Labor Code § 204 requires employers to pay employees all earned wages two times
13 per month. Throughout the period applicable to this cause of action, employees were entitled to be
14 paid twice a month at their regular rates, including all meal period premium wages owed, rest
15 period premium wages owed, and wages owed for overtime hours worked. However, during all
16 such times, Defendants systematically failed and refused to pay the employees all wages due, and
17 failed to pay those wages twice a month, in that employees were not paid all wages for all meal
18 periods not provided by Defendants, all wages for all rest periods not authorized and permitted by
19 Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally
20 required wages not paid, and Plaintiffs and the Aggrieved Employees suffered damages in those
21 amounts.

22 **E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

23 31. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to
24 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
25 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
26 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall
27 keep time records showing when the employee begins and ends each work period. Meal periods
28 and total hours worked daily shall also be recorded.

1 32. Defendants, however, failed to maintain accurate records of hours worked and all
2 meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

3 33. Defendants' failure to provide and maintain records required by the California
4 Labor Code and applicable IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees
5 the ability to know, understand and question the accuracy and frequency of meal periods, and the
6 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and the
7 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
8 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the
9 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
10 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
11 seeking to compel Defendants to fully perform its obligation under state law, all to their respective
12 damage in amounts according to proof at trial. As a result of Defendants' knowing failure to
13 comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs and the
14 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
15 understanding, and disputing the wage payments paid to them.

16 **F. Failure to Timely Pay All Wages at Termination**

17 34. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
18 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
19 an employee voluntarily leaves his or her employment, his or her wages shall become due and
20 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
21 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
22 to his or her wages at the time of quitting.

23 35. Within the applicable period, the employment of Plaintiffs and many other
24 Aggrieved Employees ended, i.e., were terminated by quitting or being discharged, and the
25 employment of others will be terminated. However, during the relevant time period, Defendants
26 failed, and continue to fail to pay Plaintiffs and terminated Aggrieved Employees, without
27 abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of
28 discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These

unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

36. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

37. Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

G. Failure to Furnish Accurate Itemized Wage Statements

38. Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

39. The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award

of costs and reasonable attorney's fees." (Labor Code § 226(e)(1).)

40. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Because Defendants violated Labor Code § 226, Plaintiffs and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs and similarly Aggrieved Employees are entitled to recover damages from Defendants including the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) dollars per employee, or as otherwise permitted by PAGA based upon all bases of liability.

H. Failure to Indemnify for Necessary Expenditures

41. Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the period applicable to this cause of action, Defendants wrongfully required Plaintiffs and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire, work tools, and use of personal cell phones. Plaintiffs and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and the Aggrieved Employees for these employment-related expenses.

42. As a result, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiffs and the Aggrieved Employees for necessary business expenditures.

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1 **FIRST CAUSE OF ACTION**

2 **(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**
3 **General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

4 43. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though
5 fully set forth herein.

6 44. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable IWC Orders.

8 45. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
10 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
11 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
12 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
13 civil action brought by an aggrieved employee on behalf of herself or himself and other current or
14 former employees pursuant to the procedures specified in Section 2699.3.”

15 46. On August 29, 2022, Plaintiffs ABRAHAM NERI OROZCO, ANGEL MARQUEZ,
16 BENJAMIN AMBRIZ BUSTOS, DIEGO GOMEZ-PADILLA, JUAN GARCIA RUIZ and PAUL
17 LUCERA JR. III gave written notice by online filing to the Labor and Workforce Development
18 Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor
19 Code that Defendants have violated against Plaintiffs and current and former Aggrieved
20 Employees, including the facts and theories to support the violations. Plaintiffs also paid the filing
21 fee on August 29, 2022. Plaintiff’s PAGA case number is LWDA-CM-904714-22 (*Abraham Neri*
22 *Orozco , et al. v. Employnet, Inc., et al.*).

23 47. The statute is tolled while a plaintiff exhausts his or her administrative remedies
24 with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code §
25 2699.3(d).)

26 48. Sixty-five (65) days has elapsed since Plaintiffs provided notice, but the LWDA has
27 not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the
28 notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under Labor

Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

49. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of the State of California and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

50. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, on behalf of all similarly aggrieved employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, and failing to indemnify for necessary expenditures;

2. An award of civil penalties on behalf of themselves and all similarly aggrieved employees pursuant to PAGA;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

6. Such other and further relief that the Court deems proper.

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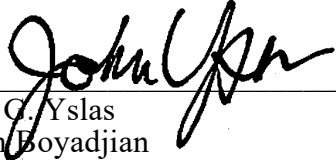
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2 Dated: October 31, 2022

Respectfully submitted,

WILSHIRE LAW FIRM

3
4 By: 

John G. Yslas
Aram Boyadjian

Attorneys for Plaintiffs