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Attorneys for Plaintiffs DIONNE JACKSON,
on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

DIONNE JACKSON and JONATHAN LUIS
LOPEZ, on behalf of the general public as
private attorney general,

Plaintiffs,

v.

TESLA, INC., a Texas Corporation;
MANPOWERGROUP US INC., a Wisconsin
Corporation, MANPOWERGROUP TALENT
SOLUTIONS, LLC, a Delaware Limited
Liability Company, and DOES 1-50, inclusive,

Defendants.

Case No. **26CV183054**
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

COMES NOW Plaintiffs DIONNE JACKSON and JONATHAN LUIS LOPEZ (“Plaintiffs”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants RIDEOUT MEMORIAL HOSPITAL, a California Non-Profit Corporation; TESLA, INC., a Texas Corporation; MANPOWERGROUP US INC., a Wisconsin Corporation, MANPOWERGROUP TALENT SOLUTIONS, LLC, a Delaware Limited Liability Company and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay wages timely during employment, (e) failure to pay wages timely upon separation, (f) failure to provide accurate itemized wage statements, (g) failure to accurately pay and record sick pay, (h) failure to provide suitable seating, (i) unlawful deduction of wages, (j) failure to provide safe ware house conditions in compliance with wage order 15, and (k) failure to reimburse necessary business expenses. As a result Plaintiffs seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which

1 this action is brought do not give jurisdiction to any other court.

2 4. This Court has jurisdiction over Defendants because, upon information and belief,
3 Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails
4 itself of the California market so as to render the exercise of jurisdiction over it by the California
5 Courts consistent with traditional notions of fair play and substantial justice.

6 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
7 Civil Procedure section 395. Defendants is doing business throughout California, including but
8 not limited to Alameda County, and each Defendants is within the jurisdiction of this Court for
9 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiffs and
10 all other aggrieved employees within the State of California. Defendants employs numerous
11 aggrieved employees in in the State of California.

12 6. On information and belief, Defendants have conducted business within the State of
13 California during the purported liability period and continue to conduct business throughout the
14 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiffs, and the
15 similarly situated aggrieved employees within California.

16 7. The California Superior Court also has jurisdiction in this matter because on
17 information and belief there are no federal questions at issue, as the issues herein are based solely
18 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
19 California Code of Civil Procedure, the California Civil Code, and the California Business and
20 Professions Code.

21 8. On information and belief, during the statutory liability period and continuing to
22 the present ("liability period"), Defendants consistently maintained and enforced against
23 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
24 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
25 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay
26 wages timely during employment, (e) failure to pay wages timely upon separation, (f) failure to
27 provide accurate itemized wage statements, (g) failure to accurately pay and record sick pay, (h)

1 failure to provide suitable seating, (i) unlawful deduction of wages, (j) failure to provide safe ware
2 house conditions in compliance with wage order 15, and (k) failure to reimburse necessary
3 business expenses.

4 9. On information and belief, during the statutory liability period and continuing to
5 the present, Defendants have had a consistent policy of failing to pay wages including overtime
6 wages for hours worked while subject to the control of Defendants.

7 10. On information and belief, during the statutory liability period and continuing to
8 the present, Defendants have failed to provide meal periods to Plaintiffs and aggrieved employees.
9 Defendants have also failed to provide meal premiums for missed meal periods.

10 11. On information and belief, during the statutory liability period and continuing to
11 the present, Defendants have failed to provide meal periods to Plaintiffs and aggrieved employees.
12 Defendants have also failed to provide meal premiums for missed rest periods.

13 12. On information and belief, during the statutory liability period and continuing to
14 the present, Defendants have failed to provide rest periods to Plaintiffs and aggrieved employees.
15 Defendants have also failed to pay timely during employment.

16 13. On information and belief, during the statutory liability period and continuing to
17 the present, Defendants have failed to provide rest periods to Plaintiffs and aggrieved employees.
18 Defendants have also failed to pay upon separation from their employment.

19 14. On information and belief, during the statutory liability period and continuing to
20 the present, Defendants have failed to provide Plaintiffs and aggrieved employees accurate
21 itemized wage statements.

22 15. On information and belief, during the statutory liability period and continuing to
23 the present, Defendants have failed to provide Plaintiffs and aggrieved employees accurate sick
24 pay.

25 16. On information and belief, during the statutory liability period and continuing to
26 the present, Defendants have failed to provide Plaintiffs and aggrieved employees safe warehouse
27 conditions.
28

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiffs and aggrieved employees suitable seating.

18. On information and belief, during the statutory liability period and continuing to the present, Defendants have unlawfully deducted wages from Plaintiffs and aggrieved employees.

19. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to reimburse Plaintiffs and aggrieved employees necessary business expenses.

20. Plaintiffs on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 226, 221, 246, 510, 511 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiffs

21. Plaintiff, DIONNE JACKSON, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants during 2022 as a Non-Exempt Employee with the title of Forklift Driver and Material Handler and worked during the liability period for Defendants, at Defendants' Fremont, California location until Plaintiff's separation from Defendants' employ in approximately January 2026.

22. Plaintiff, JONATHAN LUIS LOPEZ, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants during December 2014 as a Non-Exempt Employee with the title of Equipment Maintenance Technician and worked during the liability period for Defendants, at Defendants' Lathrop, California location until Plaintiff's separation from Defendants' employ in approximately October 2025.

23. As Defendants' employee, Plaintiffs, and all other aggrieved employees were regularly required to and subsequently suffered:

a) to perform work subject to the control of the employer without being compensated all

1 wages including overtime, all in violation of California labor laws, regulations, and the
2 Industrial Welfare Commission Wage Order (“IWC”);

- 3 b) not provided first and second meal periods nor paid premium wages;
- 4 c) not provided rest periods nor paid premium wages;
- 5 d) subjected to unlawful deduction of wages;
- 6 e) not paid sick pay;
- 7 f) not provided suitable seating;
- 8 g) not provided safe warehouse conditions;
- 9 h) not paid timely upon separation;
- 10 i) not paid reimbursement for necessary business expenses;
- 11 j) not paid timely during employment;
- 12 k) and not provided accurate itemized wage statements.

13 On information and belief, Defendants willfully failed to pay all earned wages in the form
14 regular wages and overtime wages, to its Non-Exempt Employees and members of the
15 Representative Group; nor have Defendants returned to Plaintiffs or members of the
16 Representative Group, upon or after separation from employment with Defendants, all wages
17 earned and owing. Plaintiffs seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
18 general public as private attorney general and all other aggrieved employees.

19
20 **B. Defendants**

21 24. Defendant, TESLA, INC., is a Texas Corporation. That operates as an automotive
22 and clean energy company. Defendant operates nationwide. Plaintiffs estimates there are in excess
23 of one hundred (100) Non-Exempt Employees who work or have worked for Defendants over the
24 last year.

25 25. Defendant, MANPOWERGROUP US INC., is a Wisconsin Corporation that
26 operates as a staffing company. Plaintiffs estimates there are in excess of one hundred (100) Non-
27 Exempt Employees who work or have worked for Defendants over the last year.

28 26. Defendant, MANPOWERGROUP TALENT SOLUTIONS, LLC, is a Delaware

1 Limited Liability Company that operates as a staffing company. Plaintiffs estimates there are in
2 excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants
3 over the last year.

4 27. Other than identified herein, Plaintiffs is unaware of the true names, capacities,
5 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
6 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
7 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
8 such fictitious names. Plaintiffs will amend this complaint when their true names and capabilities
9 are ascertained.

10 28. Plaintiffs is informed and believes and thereon alleges that each Defendant, directly
11 or indirectly, or through agents or other persons, employed Plaintiffs and other members of the
12 Representative Group, and exercised control over their wages, hours, and working conditions.
13 Plaintiffs is informed and believes and thereon alleges that each Defendants acted in all respects
14 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
15 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
16 attributable to the other defendants.

17 **IV. GENERAL ALLEGATIONS**

18 29. At all times set forth herein, Defendants employed Plaintiffs and other persons in
19 the capacity of non-exempt positions, however titled, throughout the state of California.

20 30. Plaintiffs are informed and believes Aggrieved Employees have at all times
21 pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the
22 implementing rules and regulations of the IWC California Wage Orders.

23 31. Defendants continue to employ Non-Exempt Employees, however titled, in
24 California and implement a uniform set of policies and practices to all non-exempt employees, as
25 they were all engaged in the generic job duties related to Defendants' business.

26 32. Plaintiffs are informed and believes, and thereon alleges, that Defendants are and
27 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
28

1 of the requirements of California's wage and employment laws.

2 33. On information and belief, during the relevant time frame, Plaintiffs and Aggrieved
3 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
4 week.

5 34. During the relevant time frame, Defendants compensated Plaintiffs and Aggrieved
6 Employees based upon an hourly rate.

7 35. On information and belief, during the relevant time frame, Plaintiffs and Aggrieved
8 Employees typically worked three-four (3-4) days a week.

9 36. Plaintiffs are informed and believes that the Aggrieved Employees were required
10 to keep similar schedules.

11 37. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
12 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
13 and overtime wages.

14 38. Defendants also failed to properly calculate Plaintiffs' and Aggrieved Employees'
15 regular rate of pay including but not limited to by failing to include all forms of
16 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
17 commissions, shift differentials, and other compensation for overtime calculation purposes.

18 39. On information and belief, Plaintiffs' total hours worked were not accurately
19 recorded on several of his paystubs.

20 40. Plaintiffs worked "3-12 and 4-12", meaning Plaintiffs worked three twelve hour
21 days a week and four twelve hour days a week as his alternative workweek schedule throughout
22 the time he was employed by Defendant.

23 41. On information and belief, Defendants did not provide paid sick days although sick
24 days were accumulated.

25 42. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt
26 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
27 period for every four hours worked or major fraction thereof, which is a violation of the California
28

1 Labor Code and IWC wage order.

2 43. Defendants maintained and enforced scheduling practices, policies, and imposed
3 work demands that frequently required Plaintiffs and Aggrieved Employees to forego their lawful,
4 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
5 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure
6 to provide relief for Plaintiffs and Aggrieved Employees to take their lawfully required breaks.

7 44. Despite the above-mentioned rest period violations, Defendants did not compensate
8 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
9 pay at their regular rate as required by California law, including California Labor Code § 226.7
10 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
11 and permitted.

12 45. Plaintiffs are informed and believe, and thereon alleges, that at all times herein
13 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
14 thereof for resignations without prior notice as the case may be) they had a duty to accurately
15 compensate Plaintiffs and Aggrieved Employees for all wages owed including minimum wages,
16 meal and rest period premiums, and any associated profit shares earned by Plaintiffs and Aggrieved
17 Employees which Defendants had the financial ability to pay such compensation, but willfully,
18 knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified
19 violations.
20

21 46. During the relevant time, as a consequence of Defendants' staffing and scheduling
22 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
23 provide Plaintiffs and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
24 meal periods on shifts over five hours as required by law.

25 47. Plaintiffs were required to keep radios on and carried on their person during meal
26 periods. Plaintiffs and Aggrieved Employees were on call during their meal breaks and were
27 frequently interrupted during their meal periods.

28 48. Plaintiffs and Aggrieved Employees were required to undergo security checks

1 while being off the clock.

2 49. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
3 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiffs
4 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
5 required by law. Plaintiffs and Aggrieved Employees worked more than ten hours a day on a
6 consistent and regular basis during the relevant time period where no second meal breaks were
7 given. Plaintiffs and Aggrieved Employees worked over ten (10) hours a week approximately one
8 or two times a week but did not have second meal breaks.

9 50. On information and belief, Plaintiffs and Aggrieved Employees did not waive their
10 rights to meal periods under the law.

11 51. Plaintiffs and Aggrieved Employees were not provided with valid lawful on-duty
12 meal periods.

13 52. Despite the above-mentioned meal period violations, Defendants failed to
14 compensate Plaintiffs, and on information and belief, failed to compensate Aggrieved Employees,
15 one additional hour of pay at their regular rate as required by California law when meal periods
16 were not timely or lawfully provided in a compliant manner.

17 53. When Plaintiffs and Aggrieved Employees were taking a meal break, these meals
18 were consistently interrupted by Defendants through cellular calls. Defendants provided Plaintiffs
19 and Aggrieved Employees with cellular phones (which they were required to keep on their persons
20 at all times) that were used to contact Plaintiffs and Aggrieved Employees at any time they were
21 needed, even while they were on meal periods. If Plaintiffs and Aggrieved Employees were not
22 able to be reached through the company provided phones, Plaintiffs and Aggrieved Employees
23 would be contacted through their personal cell phones.

24 54. On information and belief Defendants automatically deducted 30-minutes of time
25 for meal periods that were not provided, cut short, or interrupted resulting in an underpayment of
26 minimum and overtime wages.

27 55. On information and belief, Defendants failed to provide safe and compliant
28

1 warehouse conditions to its employees. The Fremont facility did not have air conditioning and the
2 warehouse temperatures were hot at unsafe conditions. Similarly, the Lathrop fume extractors for
3 welding fumes did not work properly and employees were exposed to those toxic fumes that
4 remained inside the factory. These issues constitute violation of wage order 15.

5 56. On information and belief, the management changed employees time clock records
6 after employees enter them, participating in unlawful rounding practices.

7 57. Plaintiffs and Aggrieved Employees were not provided suitable seating.

8 58. On information and belief, Defendants withheld vested stock options when
9 Plaintiffs were terminated, in violation of Labor Code sections 201-203, and 221.

10 59. Defendants violated Labor Code section 2802 by failing to reimburse Plaintiffs and
11 Aggrieved Employees for personal cell phone use during business hours for the purpose of their
12 work.

13 60. Defendants also failed to reimburse Plaintiffs and Aggrieved Employees for
14 protective gear such as boots, gloves, bump caps, safety vests, and safety glasses necessary for
15 them to perform their work duties. Maintenance and cleaning of protective gear was also not
16 reimbursed.

17 61. Plaintiffs are informed and believes, and thereon alleges, that Defendants know,
18 should know, knew, and/or should have known that Plaintiffs and Aggrieved Employees were
19 entitled to receive premium wages based on their regular rate of pay under California Labor Code
20 § 226.7 but were not receiving such compensation.

21 62. Upon information and belief, Defendants knew and or should have known that it is
22 improper to implement policies and commit unlawful acts such as:
23

24 (a) requiring employees to work in excess of five (5) hours or ten (10) hours per day
25 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
26 and without compensating employees with one (1) hour of pay at the regular rate of compensation
27 for each workday that such a meal period was not provided;

28 (b) requiring employees to work four (4) hours or a major fraction thereof without

1 being provided a minimum ten (10) minute rest period and without compensating the employees
2 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
3 rest period was not provided;

4 (c) failing to pay timely wages upon separation from Defendant's employ and during
5 employment;

6 (d) failing to accurately pay sick pay;

7 (e) failing to pay overtime and minimum wages

8 (f) failing to reimburse necessary business expenses;

9 (g) unlawfully deducting wages owed;

10 (h) failing to maintain accurately itemized wage statements;

11 (i) failure to provide safe warehouse conditions and

12 (j) failure to provide suitable seating.

13 63. In addition to the violations above, and on information and belief, Defendants knew
14 they had a duty to compensate Plaintiffs and Aggrieved Employees for the allegations asserted
15 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
16 knowingly, recklessly, and/or intentionally failed to do so.

17 64. Plaintiffs and Aggrieved Employees they seek to represent are covered by, and
18 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
19 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
20 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*
21

22 **V. REPRESENTATIVE CLAIMS**

23 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

24 65. Plaintiffs incorporates by reference and re-alleges each and every allegation
25 contained above, as though fully set forth herein.

26 66. PAGA is a mechanism by which the State of California can enforce state labor laws
27 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
28

1 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
2 law enforcement action designed to protect the public and not to benefit private parties. The
3 purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing”
4 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
5 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
6 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
7 906, section 1.

8 67. Plaintiffs brings this Representative Action on behalf of the State of California with
9 respect to himself and all other individuals who are or previously were employed by Defendants
10 as non-exempt California employees during the applicable statutory period (the “aggrieved
11 employees”).

12 68. On February 10 2026, Plaintiffs complied with notice requirements pursuant to
13 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
14 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
15 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
16 indicated intent to investigate the claims. Therefore, Plaintiffs may proceed with this action in a
17 representative capacity. The substance and violations set forth in this Complaint of which the
18 LWDA was provided timely notice, Plaintiffs has also sent a copy of this PAGA Representative
19 Action Complaint to the LWDA.

20 69. Plaintiffs are aggrieved employee as defined in Labor Code Section 2699(a).
21 Plaintiffs bring this cause of action on behalf of all current and former California non-exempt
22 Employees of Defendants.

23 70. Pursuant to Labor Code section 2699(a) Plaintiffs seek to recover civil penalties for
24 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
25 including without limitation Labor Code section 201-204, 221, 226, 226.3, 246, 510, 511, 558,
26 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and 2698 *et seq.*, applicable IWC Wage
27 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*
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1 71. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
2 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
3 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
4 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
5 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
6 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
7 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
8 (8) hours in a day on the seventh day of work in a particular work week.

9 72. On information and belief, Defendants failed to provide accurate itemized wage
10 statements which failed to include all hours worked, including overtime, due and owing to
11 Plaintiffs and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further
12 failed to include or itemize the gift card payments made to Plaintiffs and Aggrieved Employees.

13 73. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
14 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
15 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
16 for each violation in a subsequent citation, for which the employer fails to provide the employee a
17 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

18 74. Additionally, Defendants have no accurate records relating to aggrieved
19 employees' work periods, total daily hours worked, total hours worked per payroll period and
20 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
21 maintain accurate records relating to hours worked daily in violation of Labor Code sections
22 1174(d), 1174.5.

23 75. On information and belief, Defendants failed to reimburse Plaintiffs and aggrieved
24 Employees for business expenses incurred as described above. Labor Code § 2802 requires
25 Defendants to indemnify Plaintiffs and aggrieved Employees for necessary expenditures incurred
26 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
27 Defendants failed to provide reimbursements.
28

76. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State

77. As a result of Defendants' unlawful conduct, Plaintiffs and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

78. Plaintiffs and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: April 17, 2026

JAMES HAWKINS APLC

By:

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiffs DIONNE JACKSON
on behalf of the general public as private
attorney general

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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

February 10, 2026

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

TESLA, INC., a Texas Corporation

Agent for Service of Process: 1505 Corporation

C T CORPORATION SYSTEM

CA Registered Corporate (1505)

AMANDA GARCIA

330 N BRAND BLVD, SUITE 700

GLENDALE, CA 91203

Receipt No.: 9589 0710 5270 0078 0217 82

MANPOWERGROUP US INC., a Wisconsin Corporation

Agent for Service of Process:

C T CORPORATION SYSTEM

CA Registered Corporate (1505)

AMANDA GARCIA

330 N BRAND BLVD, SUITE 700

GLENDALE, CA 91203

Receipt No.: 9589 0710 5270 0078 0217 99

MANPOWERGROUP TALENT SOLUTIONS, LLC, a Delaware Limited Liability
Company

Agent for Service of Process:

C T CORPORATION SYSTEM

CA Registered Corporate (1505)

AMANDA GARCIA

330 N BRAND BLVD, SUITE 700

GLENDALE, CA 91203

Receipt No.: 9589 0710 5270 0078 0218 05

**Re: AMENDED NOTICE PURSUANT TO LABOR CODE SECTIONS
2698, et seq.**

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff DIONNE JACKSON, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence

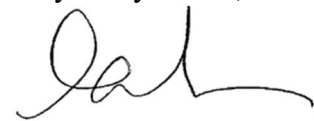
and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, TESLA, INC., a Texas Corporation; MANPOWERGROUP US INC., a Wisconsin Corporation, MANPOWERGROUP TALENT SOLUTIONS, LLC, a Delaware Limited Liability Company, through their Agents for Service of Process.

The purpose of this amended notice is to add Plaintiff JONATHAN LUIS LOPEZ to the action as well as additional claims under labor code sections 201-204, 221, 246, violation of wage order 15 (warehouse conditions), failure to provide suitable seating, and rest period violation claims.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Alameda Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint