

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JULIAN L. LEMUS, JENNIFER RODRIGUEZ,
and BRANDON HINDS, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiffs,

v.

LANDSBERG ORORA, a California
corporation; MANPOWER US INC., a Delaware
corporation; MANPOWERGROUP US INC., a
Wisconsin corporation; MANPOWERGROUP
TALENT SOLUTIONS, LLC, a Delaware
limited liability company; MANPOWERGROUP
PUBLIC SECTOR INC., a Virginia corporation;
PROWORKS STAFFING, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2410998

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

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

1 Plaintiffs Julian L. Lemus, Jennifer Rodriguez, and Brandon Hinds (“Plaintiffs”), on
2 information and belief, allege as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action individually, and on behalf of the State of California and
5 other aggrieved persons, against Defendants Landsberg Orora, Manpower US Inc.,
6 ManpowerGroup US Inc., ManpowerGroup Talent Solutions, LLC, ManpowerGroup Public
7 Sector Inc., ProWorks Staffing, Inc., and DOES 1 through 10 (collectively referred to as
8 “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California
9 Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours
10 worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
11 authorize and permit rest periods, failure to pay all earned wages twice per month, failure to
12 maintain accurate records of hours worked and meal periods, failure to timely pay final wages,
13 failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and
14 failure to produce requested employment records.

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

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

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

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

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

A. Plaintiffs

8. Plaintiff Julian L. Lemus is a resident of Fillmore, California who worked for Defendants in Ventura County, California as an hourly-paid, non-exempt employee from approximately March 2023 to approximately April 2023.

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1 9. Plaintiff Jennifer Rodriguez is a resident of Phelan, California who worked for
2 Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from
3 approximately September 2021 to approximately October 2023.

4 10. Plaintiff Brandon Hinds is a resident of La Habra, California who worked for
5 Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from
6 approximately March 2014 to approximately May 2023.

7 **B. Defendants**

8 11. Plaintiffs are informed and believe, and based upon that information and belief
9 allege, that Defendants Landsberg Orora, Manpower US Inc., ManpowerGroup US Inc.,
10 ManpowerGroup Talent Solutions, LLC, ManpowerGroup Public Sector Inc., and ProWorks
11 Staffing, Inc. are, and at all times herein mentioned, were:

- 12 (a) Business entities conducting business in numerous counties throughout the
13 State of California, including San Bernardino County; and,
14 (b) The former employers of Plaintiffs, and the current and/or former employers
15 of Aggrieved Employees, because Defendants suffered and permitted
16 Plaintiffs and Aggrieved Employees to work; and/or controlled their wages,
17 hours, or working conditions; and or engaged Plaintiffs and Aggrieved
18 Employees, thereby creating a common law employment relationship.

19 12. Plaintiffs do not know the true names or capacities of the persons or entities sued
20 herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each
21 of the Doe Defendants were in some manner legally responsible for the damages suffered by
22 Plaintiffs and certain Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint
23 to set forth the true names and capacities of these Defendants when they have been ascertained,
24 together with appropriate charging allegations, as may be necessary.

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

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

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15. Plaintiff Julian L. Lemus worked for Defendants in Ventura County, California as an hourly-paid, non-exempt employee from approximately March 2023 to approximately April 2023. Plaintiff Jennifer Rodriguez worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately September 2021 to approximately October 2023. Plaintiff Brandon Hinds worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately March 2014 to approximately May 2023. At all times, Defendants paid Plaintiffs an hourly wage and classified Plaintiffs as non-exempt from overtime.

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

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

17. Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and

1 includes all the time the employee is suffered or permitted to work, whether or not required to do
2 so.

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

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

10 20. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and
11 certain Aggrieved Employees for all hours worked, including minimum wages, straight time, and
12 overtime wages. Defendants, at times, required Plaintiffs and certain Aggrieved Employees to
13 work “off-the-clock,” uncompensated, by, for example, requiring Plaintiffs and certain Aggrieved
14 Employees to perform work during uncompensated meal periods and/or requiring Plaintiffs and
15 certain Aggrieved Employees to perform work after clocking out for the workday. Some of this
16 unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
17 Defendants also failed, at times, to maintain accurate records of the hours Plaintiffs and certain
18 Aggrieved Employees worked.

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

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

26 22. Despite these legal requirements, Defendants wrongfully failed, at times, to provide
27 Plaintiffs and Aggrieved Employees, or some of them, with their legally mandated 30-minute,
28 uninterrupted, and duty-free meal period in a manner required by law. Defendants also continued

1 to assert control over Plaintiffs and Aggrieved Employees, or some of them, by, among other
2 things, requiring, pressuring, or encouraging them to perform work tasks which could not be
3 completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs and
4 certain Aggrieved Employees permission to take a meal period under the conditions required by
5 law, and without properly compensating Plaintiffs and Aggrieved Employees, or some of them, for
6 meal periods that were not provided as required by law. Defendants also failed, at times, to permit
7 Plaintiffs to take a second meal period when Plaintiffs worked at least ten hours of work in a
8 workday. Accordingly, Defendants failed, at times, to provide meal periods to Plaintiffs and certain
9 Aggrieved Employees in compliance with California law.

10 23. Plaintiffs and Aggrieved Employees, or some of them, are thus entitled to be paid
11 one hour of additional wages for each workday he or she was not provided with all required meal
12 period(s). Defendants, however, at times, failed to pay Plaintiffs and Aggrieved Employees, or
13 some of them, the additional wages to which they were entitled for meal periods that were not
14 provided.

15 **C. Failure to Authorize and Permit Rest Breaks**

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

21 25. Throughout the statutory period, Defendants have, at times, wrongfully failed to
22 authorize and permit Plaintiffs and Aggrieved Employees, or some of them, to take legally
23 compliant rest periods in a manner required by law. Defendants, at times, also required Plaintiffs
24 and Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day
25 without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free
26 rest period for every four hours of work (or major fraction of four hours), and without properly
27 compensating Plaintiffs and Aggrieved Employees, or some of them, for rest periods that were not
28 authorized or permitted. Instead, among other things, Defendants continued to assert control over

1 Plaintiffs and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging
2 them to perform work tasks which could not be completed without working in lieu of taking
3 mandatory rest periods, and by denying Plaintiffs and Aggrieved Employees, or some of them,
4 permission to take a rest period under the conditions required by law. Accordingly, Defendants
5 failed, at times, to authorize and permit Plaintiffs and Aggrieved Employees, or some of them, to
6 take rest periods in compliance with California law.

7 26. Plaintiffs and certain Aggrieved Employees are thus entitled to be paid one hour of
8 additional wages for each workday he or she was not authorized and permitted to take all required
9 rest periods. Defendants, however, at times, failed to pay Plaintiffs and certain Aggrieved
10 Employees the additional wages to which they were entitled for rest periods and that they were not
11 authorized and permitted to take.

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

13 27. Based on Defendants' failure to pay Plaintiffs and certain Aggrieved Employees for
14 all wages as discussed above, Defendants also violated Labor Code § 204.

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

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

25 29. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to
26 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
27 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
28 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall

1 keep time records showing when the employee begins and ends each work period. Meal periods
2 and total hours worked daily shall also be recorded.

3 30. Defendants, however, at times, failed to maintain accurate records of hours worked
4 and all meal periods taken or missed by Plaintiffs and certain Aggrieved Employees.

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

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

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

25 33. Within the applicable period, the employment of Plaintiffs and many other
26 Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
27 employment of others will be terminated. However, during the relevant time period, Defendants at
28 times failed, and continue to fail, to pay Plaintiffs and certain terminated Aggrieved Employees,

1 without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the
2 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment.
3 These unpaid wages include wages for unpaid work time (including minimum, straight time, and
4 overtime wages), missed meal period premium wages, and missed rest period premium wages.

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

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

13 **G. Failure to Furnish Accurate Itemized Wage Statements**

14 36. Labor Code § 226(a) provides that every employer shall furnish each of his or her
15 employees an accurate itemized wage statement in writing showing nine pieces of information,
16 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
17 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
18 deductions, provided that all deductions made on written orders of the employee may be aggregated
19 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
20 employee is paid, (7) the name of the employee and the last four digits of his or her social security
21 number or an employee identification number other than a social security number, (8) the name
22 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
23 during the pay period and the corresponding number of hours worked at each hourly rate by the
24 employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code
25 § 226(e)(2)(B)(iii).)

26 37. The statute further provides: "An employee suffering injury as a result of a knowing
27 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
28 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).)

38. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs and Aggrieved Employees, or some of them, 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, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs and similarly Aggrieved Employees, or some of them, 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

39. Labor Code § 2802(a) provides that employers shall indemnify their 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 certain Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and similarly Aggrieved Employees, or some of them, paid out-of-pocket for necessary employment-related expenses. Plaintiffs and similarly Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed, at times, to indemnify Plaintiffs and certain Aggrieved Employees for these employment-related expenses.

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

1 **I. Failure to Produce Requested Employment Records**

2 41. Pursuant to California Labor Code § 226, current and former employees have the
3 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
4 request to their employer. Under this statute, an employer that receives a request to inspect or
5 receive a copy of records pertaining to a current or former employee must comply with the request
6 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

7 42. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
8 or his or her representative, has the right to inspect and receive a copy of the personnel records that
9 the employer maintains relating to the employee's performance or to any grievance concerning the
10 employee. Under this statute, upon written request from a current or former employee or his or her
11 representative, an employer must make the contents of those personnel records available for
12 inspection or provide a copy of the personnel records to the current or former employee, or his or
13 her representative, not later than thirty (30) calendar days from the date the employer receives the
14 written request, subject to some limited exceptions. Failure to comply with these requests allows
15 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
16 226(f).

17 43. Pursuant to California Labor Code § 432, if an employee or applicant signs any
18 instrument relating to the obtaining or holding of employment, he or she shall be given a copy of
19 the instrument upon request.

20 44. As set forth above, Plaintiffs and Aggrieved Employees are current and former
21 employees of Defendants.

22 45. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for
23 Plaintiffs' personnel files, pay records, wage statements, timekeeping records, and other
24 employment-related documents pursuant to Labor Code section 226, 1198.5, and 432. However,
25 Defendants failed to timely produce the requested employment records.

26 46. Defendants violated California Labor Code §§ 226, 1198.5, and 432 by failing to
27 timely produce the required records requested by Plaintiffs.
28

48. Pursuant to California Labor Code § 1198.5, Plaintiffs and certain Aggrieved Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

49. Pursuant to California Labor Code § 226, Plaintiffs are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and cost.

FIRST CAUSE OF ACTION

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

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

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

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

53. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiffs' PAGA case number is

1 LWDA-CM-995614-23 (*Julian L. Lemus, et al. v. Landsberg Orora, et al.*). The Labor and
2 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor
3 Code violations discussed in the notice. Plaintiffs hereby commence a civil action to recover
4 penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
5 described in this Complaint. These penalties include, but are not limited to, penalties under
6 California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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

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

15 **PRAYER FOR RELIEF**

16 Plaintiffs, individually, and on behalf of the State of California, and on behalf of all
17 similarly Aggrieved Employees, pray for relief and judgment against Defendants, jointly and
18 severally, as follows:

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

25 2. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the
26 State of California, and all similarly Aggrieved Employees pursuant to PAGA;

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

28 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.

Respectfully submitted,

Dated: April 1, 2024

WILSHIRE LAW FIRM

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