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ANGEL SANCHEZ

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
3/19/2025 1:25 PM
By: Grace Powell, DEPUTY

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

ARTURO ORTIZ, individually, JORGE
VALERO, individually, and ANGEL
SANCHEZ, individually, and on behalf of the
State of California and other aggrieved persons,

Plaintiffs,

v.

HOLLYWOOD DELIVERY SERVICE, INC., a
California corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVSB2510024

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

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

1 Plaintiffs ARTURO ORTIZ, JORGE VALERO, and ANGEL SANCHEZ (“Plaintiffs”), on
2 information and belief, alleges 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 HOLLYWOOD DELIVERY SERVICE, INC. and
6 DOES 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the Private
7 Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from
8 Defendants’ failure to pay for all hours worked (including minimum, straight time, and overtime
9 wages), failure to provide Employee with legally compliant meal periods, failure to authorize and
10 permit Employee to take rest periods, failure to pay all earned wages twice per month, failure to
11 maintain accurate records of hours worked and meal periods failure to reimburse for business
12 expenses, failure to furnish accurate wage statements, and failure to timely pay final pay.

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

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

26 4. Plaintiffs bring this action against Defendants seeking only to recover penalties on
27 behalf of Plaintiffs individually, on behalf of certain Aggrieved Employees that worked for
28 Defendants, and on behalf of the State of California. Plaintiffs do not seek to recover anything

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

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

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

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

20 **THE PARTIES**

21 **A. Plaintiff**

22 8. Plaintiff Jorge Valero is a California resident who worked for Defendants in
23 California as an hourly-paid, non-exempt employee from approximately May 2017 to September
24 2024.

25 9. Plaintiff Arturo Ortiz is a California resident who worked for Defendants in California
26 as an hourly-paid, non-exempt employee from approximately 2017 to September 2024.

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10. Plaintiff Angel Sanchez is a California resident who worked for Defendants in Fresno, California as an hourly-paid, non-exempt employee from approximately April 2018 to September 2024.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendants are, and at all times herein mentioned, were:

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

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

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

14. Plaintiffs are informed and believes and thereon alleges 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 believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in

1 interest of some or all of the other Defendants, and was engaged with some or all of the other
2 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
3 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
4 Plaintiffs are informed and believes and thereon alleges that each Defendant acted pursuant to and
5 within the scope of the relationships alleged above, that each Defendant knew or should have
6 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct
7 of all other Defendants.

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

9 15. Plaintiffs worked for Defendants in San Bernardino County, California as an hourly-
10 paid, non-exempt employee from approximately 2017 to September 2024. At all times, Defendants
11 paid Plaintiffs an hourly wage and classified Plaintiffs as non-exempt from overtime.

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

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

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

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

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

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20. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and certain Aggrieved Employees for all hours worked, including minimum wages, straight time, and overtime wages. Defendants, at times, required Plaintiffs and certain Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring Plaintiffs and the Aggrieved Employees perform work during uncompensated meal periods and rest periods, requiring Plaintiffs and the Aggrieved Employees to perform work before clocking in and/or after clocking out. For instance, the Employees worked during meal and rest periods while clocked out and were not compensated for this work. They also answered messages from management and sometimes worked after their shifts, including physical and drug tests, while clocked out. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed, at times, to maintain accurate records of the hours Plaintiffs and certain Aggrieved Employees worked.

B. Failure to Provide Meal Periods

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

22. Despite these legal requirements, Defendants wrongfully failed, at times, to provide Plaintiffs and Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law. Defendants also continued to assert control over Plaintiffs and Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs and certain Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating Plaintiffs and Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Defendants also did not inform Plaintiffs

1 of their rights to, nor permitted Plaintiffs to take all of their second meal periods when Plaintiffs
2 worked at least ten hours per day in a workday and otherwise unlawfully pressured Plaintiffs to
3 waive such breaks. For example, due to a heavy workload and understaffing, the Plaintiffs' meal
4 breaks were often shorter than 30 minutes, interrupted by supervisors, or taken late. Furthermore,
5 Plaintiffs did not take their second meal break when they worked more than 10 hours and did not
6 receive the compensation owed. Defendants also did not provide Plaintiffs with the opportunity to
7 correct noncompliant meal break hours., Defendants failed, at times, to provide meal periods to
8 Plaintiffs and certain Aggrieved Employees in compliance with California law.

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

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

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

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

1 them to perform work tasks which could not be completed without working in lieu of taking
2 mandatory rest periods, and by denying Plaintiffs and Aggrieved Employees, or some of them,
3 permission to take a rest period under the conditions required by law. For instance, due to a heavy
4 workload and understaffing, Plaintiffs almost never took their rest breaks. Accordingly,
5 Defendants failed, at times, to authorize and permit Plaintiffs and Aggrieved Employees, or some
6 of them, to 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. Moreover,
5 Defendants deliberately altered, falsified, and manipulated these records, putting into them
6 information about full compliance with mandatory meal periods and understating overtime work.

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

20 **F. Failure to Furnish Accurate Itemized Wage Statements**

21 32. Labor Code § 226(a) provides that every employer shall furnish each of his or her
22 employees an accurate itemized wage statement in writing showing nine pieces of information,
23 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
24 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may be aggregated
26 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
27 employee is paid, (7) the name of the employee and the last four digits of his or her social security
28 number or an employee identification number other than a social security number, (8) the name

1 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
2 during the pay period and the corresponding number of hours worked at each hourly rate by the
3 employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code
4 § 226(e)(2)(B)(iii).)

5 33. The statute further provides: “An employee suffering injury as a result of a knowing
6 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
7 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
8 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
9 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
10 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

11 34. In addition, California Labor Code § 246(i) requires employers to provide an
12 employee with written notice that sets forth the amount of paid sick leave available, or paid time
13 off leave employer provides in lieu of sick leave, for use on either the employee’s itemized wage
14 statement described in Section 226 or in a separate writing provided on the designated pay date
15 with the employee’s payment of wages. If employer provides unlimited paid sick leave or unlimited
16 paid time off to an employee, the employer may satisfy this section by indicating on the notice or
17 the employee’s itemized wage statement “unlimited.”

18 35. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs
19 and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all
20 applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct
21 wages for meal periods that were not provided in accordance with California law, and correct
22 wages for rest periods that were not authorized and permitted to take in accordance with California
23 law). For example, Plaintiffs’ pay stubs do not accurately reflect legal entity’s name, address,
24 Plaintiffs’ last four digits of social security number, paid sick leave time balance, overtime rates,
25 the rest and meal break premiums, and the total wages for all hours worked. Accordingly, Plaintiffs
26 and similarly Aggrieved Employees, or some of them, are entitled to recover damages from
27 Defendants including the greater of their actual damages caused by Defendants’ failure to comply
28 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.

G. Failure to Provide Paid Sick Leave

36. California Senate Bill (SB) 616 went into effect on January 1, 2024, and amended California Labor Code §§ 245.5, 246, and 246.5, increasing the minimum required amount of paid sick leave for California employees to 40 hours or five days, whichever is greater, from the previous requirement of 24 hours or three days prior to January 1, 2024. Employer can select any of the following methods by which employees can accrue paid sick leave: (1) One hour of PSL for every 30 hours worked; (2) Front loading of paid sick leave to give employees an up-front accrual of 40 hours (or five days) of PSL at the start of their employment and each 12 months thereafter; or (3) At a rate other than one hour for every 30 hours worked provided that the accrual is regular and results in at least 24 hours (or three days) of PSL by the 120th day of employment and 40 hours (or five days) of paid sick leave by the 200th day of employment. (Amending Lab. Code. § 246)

37. Throughout the statutory period, Defendants have or had a policy or practice of failing to provide Plaintiffs and Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code § 246, et seq.). Furthermore, Plaintiff believes that the sick pay was not provided at the proper regular rate of pay as required under California law due to failure to properly calculate the regular rate. Plaintiff also believes that Defendants did not allow the use of sick leave upon request by Plaintiff and the Aggrieved Employees, in violation of Labor Code § 246.5.

38. As such, Defendants are liable for civil penalties for violation of the paid sick leave regulations under Labor Code §§ 245.5-248.5, 558, 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

H. Refusal to Make Payment

39. Labor Code § 216 declares unlawful employers' refusal to pay wages due and payable and/or denial of the validity of any claim to wages due. Defendants, at times, violated and continue, at times, to violate Labor Code § 216 by failing to pay Plaintiffs and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Plaintiffs and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period

not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject Defendants to civil penalties under Labor Code § 225.5, with each violation resulting in a separate penalty for each affected employee and pay period during which the statute's provisions were violated.

I. Statutory Wage Violations

40. Labor Code § 223 makes it unlawful for employers to secretly pay wages lower than required by statute while purporting to pay legal wages. Within the applicable period, Defendants, at times, willfully and systematically denied Plaintiffs and other Aggrieved Employees, or some of them, minimum and straight time wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Defendants, at times, acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled under California law.

41. Defendants, at times, paid Plaintiffs and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Plaintiffs and all Aggrieved Employees were properly paid. As a result, Plaintiffs and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

J. Failure to Indemnify for Necessary Expenditures

42. 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.

43. As a result, Defendants are liable to Plaintiffs and certain Aggrieved Employees for

1 the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify
2 Plaintiffs and Aggrieved Employees for necessary business expenditures.

3 **K. Failure to Timely Pay All Wages at Termination**

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

10 45. Within the applicable period, the employment of Plaintiffs and many other
11 Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
12 employment of others will be terminated. However, during the relevant time period, Defendants at
13 times failed, and continue to fail, to pay Plaintiffs and certain terminated Aggrieved Employees,
14 without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the
15 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment.
16 These unpaid wages include wages for unpaid work time (including minimum, straight time, and
17 overtime wages), missed meal period premium wages, and missed rest period premium wages.

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

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

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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.)**

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

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

50. 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.”

51. 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 LWDA-CM-1058717-24 (*Arturo Ortiz, Jorge Valero, Angel Sanchez v. Hollywood Delivery Service, Inc.*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiffs hereby 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.

52. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to

1 be shown according to proof at trial. These penalties are in addition to all other remedies permitted
2 by law.

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

6 **PRAYER FOR RELIEF**

7 Plaintiffs, individually, and on behalf of the State of California, and on behalf of all
8 similarly Aggrieved Employees, prays for relief and judgment against Defendants, jointly and
9 severally, as follows:

10 1. That the Court declare, adjudge and decree that Defendants violated the California
11 Labor Code by failing to pay for all hours worked (including minimum, straight time, and overtime
12 wages), failing to provide Employee with legally compliant meal periods, failing to authorize and
13 permit Employee to take rest periods, failing to pay all earned wages twice per month, failing to
14 maintain accurate records of hours worked and meal periods, failing to provide paid sick leave,
15 failing to reimburse for business expenses, failing to furnish accurate wage statements, and failing
16 to timely pay final pay.

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

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

20 4. Attorneys' fees and costs reasonably incurred;

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

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

Respectfully submitted,

Dated: March 19, 2025

WILSHIRE LAW FIRM

m. desario

By: _____

Molly DeSario, Esq.

James Yoo, Esq.

Ruby Carrera, Esq.

Pavel Rukavishnikov, Esq.

Attorneys for Plaintiffs