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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 VALERIA CHAVEZ and JESSE RAMIREZ,
13 individually, and on behalf of the State of
California and other aggrieved persons,

14 *Plaintiff,*

15 v.

16 PACIFIC DERMATOLOGY INSTITUTE INC.,
17 a California corporation and DOES 1 through 10,
inclusive,

18 *Defendants.*
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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
5/5/2025 12:04 PM
By: Leanne Landeros, DEPUTY

Case No.: CIVSB2426370

**FIRST AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

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

Plaintiff Valeria Chavez and Jesse Ramirez (“Plaintiffs”), on information and belief, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiffs bring this action individually, and on behalf of the State of California and other aggrieved persons, against Defendant Pacific Dermatology Institute Inc., and DOES 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failure to produce requested employment records.

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

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

4. Plaintiffs bring this action against Defendants seeking only to recover penalties on behalf of Plaintiffs individually, on behalf of certain Aggrieved Employees that worked for 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 Valeria Chavez is a resident of Twentynine Palms, California who worked
23 for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee
24 from approximately February 2023 to approximately November 2023.

25 9. Plaintiff Jesse Ramirez is a resident of Mentone, California who worked for
26 Defendants in San Bernardino County, California from approximately November 2024 to
27 approximately December 2024.
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1 **B. Defendants**

2 10. Plaintiffs are informed and believes, and based upon that information and belief
3 alleges, that Defendant Pacific Dermatology Institute Inc., is, and at all times herein mentioned,
4 was:

- 5 (a) A business entity conducting business in numerous counties throughout the
6 State of California, including San Bernardino County; and,
7 (b) The former employer of Plaintiff, and the current and/or former employer of
8 Aggrieved Employees, because Defendant Pacific Dermatology Institute
9 Inc. suffered and permitted Plaintiffs and Aggrieved Employees to work;
10 and/or controlled their wages, hours, or working conditions; and or engaged
11 Plaintiffs and Aggrieved Employees, thereby creating a common law
12 employment relationship.

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

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

22 13. Plaintiffs are informed and believes and thereon alleges that at all relevant times
23 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and
24 the other employees and exercised control over their wages, hours, and working conditions.
25 Plaintiffs are informed and believes and thereon alleges that, at all relevant times, each Defendant
26 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
27 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some
28 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 believes and thereon alleges 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

14. Plaintiff Valeria Chavez worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately February 2023 to approximately November 2023. At all times, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime.

15. Plaintiff Jesse Ramirez worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately November 2024 to approximately December 2024. At all times, Defendants paid Plaintiff an hourly wage and classified Plaintiff 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 includes all the time the employee is suffered or permitted to work, whether or not required to do so.

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

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

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

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

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

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

1 meal periods that were not provided as required by law. Defendants also failed, at times, to permit
2 Plaintiffs to take a second meal period when Plaintiffs worked at least ten hours of work in a
3 workday. Accordingly, Defendants failed, at times, to provide meal periods to Plaintiffs and certain
4 Aggrieved Employees in compliance with California law.

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

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

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

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

1 take rest periods in compliance with California law.

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

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

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

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

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

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

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

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

F. Failure to Timely Pay All Wages at Termination

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

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

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

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

G. Failure to Furnish Accurate Itemized Wage Statements

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

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

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

13 **H. Failure to Indemnify for Necessary Expenditures**

14 39. Labor Code § 2802(a) provides that employers shall indemnify their employees for
15 all necessary business expenditures or losses that have been incurred by the employees in direct
16 discharge of his or her duties. Throughout the period applicable to this cause of action, Defendants
17 wrongfully required Plaintiffs and certain Aggrieved Employees to pay expenses that they incurred
18 in direct discharge of their duties for Defendants. Plaintiffs and similarly Aggrieved Employees,
19 or some of them, paid out-of-pocket for necessary employment-related expenses, including,
20 without limitation, cell phone expenses and mileage. Plaintiffs and similarly Aggrieved
21 Employees, or some of them, incurred substantial expenses as a direct result of performing their
22 job duties for Defendants, but Defendants failed, at times, to indemnify Plaintiffs and certain
23 Aggrieved Employees for these employment-related expenses.

24 40. As a result, Defendants are liable to Plaintiffs and certain Aggrieved Employees for
25 the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify
26 Plaintiffs and 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 file, 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 Plaintiff.
28

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-alleges all preceding paragraphs as though fully set forth herein.

1 LWDA-CM-1033192-24 (*Chavez v. Pacific Dermatology Institute Inc.*) and LWDA-CM-
2 10759352-25 (*Ramirez v. Pacific Dermatology Institute Inc.*) The Labor and Workforce
3 Development Agency has not indicated that it intends to investigate Defendants' Labor Code
4 violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties
5 under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in
6 this Complaint. These penalties include, but are not limited to, penalties under California Labor
7 Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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

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

16 **PRAYER FOR RELIEF**

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

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

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

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

4. Attorneys' fees and costs reasonably incurred;
5. Injunctive and declaratory relief to the extent allowed by PAGA; and,
6. Such other and further relief that the Court deems proper.

Respectfully submitted,

Dated: May 5, 2025

WILSHIRE LAW FIRM

By: Gabriella Solé
John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé

Attorneys for Plaintiff