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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PEDRO MURILLO, ISAAC GARCIA, PANCHO D. JIMENEZ, HUNTER FIELDS, RAFAEL NAVARRO, REBECCA HEBERT, and DEJON BROWN, on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

TARGET CORPORATION, a Minnesota Corporation, and DOES 1 through 10, inclusive,

Defendant.

Case No.: 23STCV08558

FIRST AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT:

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

Plaintiffs PEDRO MURILLO, ISAAC GARCIA, PANCHO D. JIMENEZ, and HUNTER FIELDS ("Plaintiffs"), on information and belief, allege as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiffs bring this action against Defendant TARGET CORPORATION and DOES 1 through 10 (hereinafter 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 Defendant's 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 maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify employees for all necessary business expenditures or losses.

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 are 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 Defendant's illegal practices are "Aggrieved Employees." The Aggrieved Employees worked for Defendant as hourly-paid or non-exempt employees within the applicable period.

4. Plaintiffs bring this action against Defendant seeking only to recover penalties on behalf of all Aggrieved Employees who worked for Defendant, and on behalf of the State of California. Plaintiffs do not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are

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mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for herself and all Aggrieved Employees as permitted by the PAGA.

5. Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is 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, Defendant was on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify its unlawful practices. Defendant's violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendant was and is legally responsible for all of the unlawful conduct, patterns, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further, Defendant is responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiffs

8. Plaintiff PEDRO MURILLO is a resident of Los Angeles County, California who worked for Defendant in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately March 2002 to approximately June 2022.

9. Plaintiff ISAAC GARCIA is a resident of San Lorenzo, California who worked for Defendant in Alameda County, California as an hourly-paid, non-exempt employee from approximately August 2022 to approximately October 2022.

10. Plaintiff PANCHO D. JIMENEZ is a resident of Sacramento, California who worked for Defendant in Alameda County, California as an hourly-paid, non-exempt employee from approximately November 2021 to approximately February 2022.

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11. Plaintiff HUNTER FIELDS is a resident of Oakland, California who worked for Defendant in Alameda County, California as an hourly-paid, non-exempt employee from approximately August 2022 to the present.

12. Plaintiff RAFAEL NAVARRO is a resident of Oxnard, California who worked for Defendant in Ventura County, California as an hourly-paid, non-exempt employee from approximately June 2023 to approximately August 2023.

13. Plaintiff REBECCA HEBERT is a resident of Hawthorne, California who worked for Defendant in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately October 2021 to approximately July 2023.

14. Plaintiff DEJON BROWN is a resident of Los Angeles, California who worked for Defendant in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately July 2022 to approximately September 2023.

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B. <u>Defendant</u>

15. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant TARGET CORPORATION is, and at all times herein mentioned, was:

(a) A business entity conducting business in numerous counties throughout the State of California, including Los Angeles County; and,

(b) The former employer of Plaintiffs, and the current and/or former employer of the Aggrieved Employees because Defendant TARGET CORPORATION suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled his wages, hours, or working conditions.

16. 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 the 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.

17. 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 the Aggrieved Employees in the State of California.

18. 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.

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ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. Plaintiff PEDRO MURILLO worked for Defendant TARGET CORPORATION in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2016 to approximately November 2022. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

20. Plaintiff ISAAC GARCIA worked for Defendant TARGET CORPORATION in Alameda County, California as an hourly-paid, non-exempt employee from approximately August

2022 to approximately October 2022. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

21. Plaintiff PANCHO D. JIMENEZ worked for Defendant TARGET CORPORATION in Alameda County, California as an hourly-paid, non-exempt employee from approximately November 2021 to approximately February 2022. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

22. Plaintiff HUNTER FIELDS worked for Defendant TARGET CORPORATION in Alameda County, California as an hourly-paid, non-exempt employee from approximately August 2022 to the present. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

23. Plaintiff RAFAEL NAVARRO worked for Defendant in Ventura County, California as an hourly-paid, non-exempt employee from approximately June 2023 to approximately August 2023. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

24. Plaintiff REBECCA HEBERT worked for Defendant in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately October 2021 to approximately July 2023. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled

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Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

25. Plaintiff DEJON BROWN worked for Defendant in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately July 2022 to approximately September 2023. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

26. Throughout Plaintiffs' employment, Defendant committed numerous Labor Code violations under state law. As discussed below, Plaintiffs' experience working for Defendant was typical and illustrative.

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

27. 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.

28. 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.

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

30. Throughout the statutory period, Defendant, at times, failed to pay Plaintiffs and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiffs and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiffs and the Aggrieved Employees to perform

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work after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

B. <u>Failure to provide Meal Periods</u>

31. 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).

32. Despite these legal requirements, Defendants wrongfully failed, at times, to provide Plaintiffs and Aggrieved Employees, 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, 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, for meal periods that were not provided as required by law. Defendants also failed, at times, to permit Plaintiffs to take a second meal period when Plaintiffs worked at least ten hours of work in a workday. Accordingly, Defendants failed, at times, to provide meal periods to Plaintiffs and certain Aggrieved Employees in compliance with California law.

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

C. <u>Failure to Authorize and Permit Rest Breaks</u>

34. Employers are required by California law to authorize and permit breaks of ten

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

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

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

D. <u>Failure to Maintain Accurate Records of Hours Worked and Meal Periods</u>

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

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

38. Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs and the Aggrieved Employees, or some of them.

39. Defendant's failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees of the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiffs and the Aggrieved Employees 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 Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

E. <u>Failure to Timely Pay All Wages at Termination</u>

40. 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.

41. Within the applicable period, the employment of Plaintiffs and many other Aggrieved Employees ended, i.e., were terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without

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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 Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages).

42. Defendant's 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.

43. Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from Defendant 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.

F. <u>Failure to Furnish Accurate Itemized Wage Statements</u>

44. 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).)

45. 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

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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).)

46. Throughout the statutory period, Defendant failed to furnish Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Because Defendant violated Labor Code § 226, Plaintiffs and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs and similarly Aggrieved Employees are entitled to recover damages from Defendant including the greater of their actual damages caused by Defendant's 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.

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G. <u>Failure to Indemnify for Necessary Expenditures</u>

47. 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, Defendant wrongfully required Plaintiffs and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiffs and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, office supplies, work attire, use of personal vehicle, and cell phone expenses. Plaintiffs and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiffs and the Aggrieved Employees for these employment-related expenses.

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

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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.)

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

50. At all times herein mentioned, Defendant was subject to the Labor Code of the State of California and the applicable IWC Orders.

51. 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."

52. Plaintiffs PEDRO MURILLO, ISAAC GARCIA, PANCHO D. JIMENEZ, and HUNTER FIELDS 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 Defendant of the specific provisions of the Labor Code that Defendant has violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiffs' PAGA case numbers are LWDA CM 936029-23 (PEDRO MURILLO, et al. v. TARGET CORPORATION) and LWDA CM 990964-23 (PANCHO D. JIMENEZ et al. v. TARGET CORPORATION). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendant's 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.

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

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

PRAYER FOR RELIEF

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

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

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

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

4. Attorneys' fees and costs reasonably incurred;

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

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

Respectfully submitted,

Dated: September 5, 2024 **WILSHIRE LAW FIRM**

By: ______________________________

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