

**BOKHOUR LAW GROUP, P.C.**

Mehrdad Bokhour, Esq., CA Bar No. 285256

*mehrdad@bokhourlaw.com*

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

**FALAKASSA LAW, P.C.**

Joshua S. Falakassa, CA Bar No. 295045

*josh@falakassalaw.com*

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiffs and the Putative Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA CLARA**

SHAROLIN SARKIS, on behalf of herself and  
all others similarly situated,

Plaintiffs,

v.

MILTENYI BIOTEC, INC., a California  
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV430462

**FIRST AMENDED CLASS AND PAGA  
ACTION COMPLAINT:**

- (1) FAILURE TO TIMELY PAY WAGES;
- (2) FAILURE TO PAY ALL MINIMUM  
WAGES;
- (3) FAILURE TO PAY ALL OVERTIME  
WAGES;
- (4) MEAL PERIOD VIOLATIONS;
- (5) REST PERIOD VIOLATIONS;
- (6) FAILURE TO PAY ALL SICK TIME;
- (7) WAGE STATEMENT VIOLATIONS;
- (8) WAITING TIME PENALTIES;
- (9) FAILURE TO REIMBURSE  
NECESSARY BUSINESS EXPENSES;
- (10) UNFAIR COMPETITION; &
- (11) PAGA PENALTIES

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Sharolin Sarkis and Ana Cabrera (collectively, “Plaintiffs”), on behalf of themselves  
2 and all other similarly situated non-exempt employees, alleges and complains of Defendant Miltenyi  
3 Biotec, Inc. (“Defendant”) and DOES 1 to 50 (collectively, “Defendants”) and each of them, as  
4 follows:

### 5 **INTRODUCTION**

6 1. Defendant is a global biotechnology company that provides products and services for  
7 scientists, clinical researchers, and physicians to use in their basic research, translational research,  
8 and clinical applications.

9 2. Plaintiffs bring this class action lawsuit against Defendant for alleged violations of the  
10 California Labor Code and Business and Professions Code.

11 3. As set forth below, Plaintiffs allege that Defendant failed to pay all wages in a timely  
12 manner in violation of Labor Code § 204. Moreover, Defendant failed to pay for all hours worked  
13 due to its failure to record and pay for all time worked off the clock. Plaintiffs further allege that  
14 Defendant failed to pay all overtime and sick pay wages at the proper legal rates by failing to calculate  
15 the “regular rate of pay” properly. Next, Plaintiffs allege that Defendant’s meal and rest period  
16 policies and practices failed to allow and permit non-exempt employees to take all compliant and  
17 timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu thereof.  
18 Plaintiffs further allege that Defendant failed to provide non-exempt employees with accurate written  
19 itemized wage statements in violation of Labor Code § 226(a), failed to reimburse all necessary  
20 business expenses incurred, and failed to timely pay all final wages upon separation of employment  
21 in violation of Labor Code §§ 201-203.

22 4. Plaintiffs also bring a claim for civil penalties based on the foregoing Labor Code  
23 violations under the Private Attorney General Act (“PAGA”).

24 5. Based on these alleged Labor Code violations, Plaintiffs now bring this class action  
25 and representative action to recover unpaid wages, restitution, penalties, and other related relief for  
26 themselves and all other similarly situated non-exempt employees.

### 27 **JURISDICTION AND VENUE**

28 6. Plaintiffs, on behalf of themselves and all other similarly situated employees hereby

1 bring this class action for recovery of unpaid wages and penalties under California Labor Code §§  
2 201-204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199,  
3 2802-2804, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in  
4 addition to seeking declaratory relief and restitution pursuant to California Business and Professions  
5 Code § 17200, *et seq.*

6 7. This class action is brought pursuant to California Code of Civil Procedure § 382.

7 8. This Court has jurisdiction over Defendant violations of the California Labor Code and  
8 applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional  
9 minimum.

10 9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure  
11 §§ 395(a) and 395.5, Defendant operates in California within the County of Santa Clara, and  
12 Defendant is within the jurisdiction of this Court for purposes of service of process.

13 **PARTIES**

14 10. At all relevant times herein, Plaintiffs, who are over 18, were and currently are  
15 California residents residing in the State of California.

16 11. Plaintiffs are informed and believe and alleges that Defendants are authorized to do  
17 business within the County of Santa Clara and is and/or was the legal employer of Plaintiffs and the  
18 Class Members during the applicable statutory periods. Plaintiffs were, and are, victims of  
19 Defendants’ policies and/or practices complained of herein and has been deprived of the rights  
20 guaranteed to them by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7,  
21 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, 2802-2804, and the California Business and  
22 Professions Code § 17200 *et seq.*, and applicable Wage Orders.

23 12. Plaintiffs are informed and believe, and based thereon alleges, that during the four years  
24 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to  
25 do) business in the State of California, County of Santa Clara.

26 13. Plaintiffs does not know the true names or capacities, whether individual, partner, or  
27 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said  
28 Defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to

1 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed  
2 and believe, and thereon alleges, that each of said fictitious Defendants, whether individual, partners,  
3 or corporate, were responsible in some manner for the acts and omissions alleged herein and  
4 proximately caused Plaintiffs and the Classes to be subject to the unlawful employment practices  
5 alleged herein.

6 14. Plaintiffs are informed, and believe, and thereon alleges, that at all times mentioned  
7 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes. At all  
8 times herein mentioned, each of the Defendants participated in the doing of the acts hereinafter  
9 alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of them,  
10 were the agents, servants, and employees of each and every one of the other Defendants, as well as  
11 the agents of all Defendants, and at all times herein mentioned, were acting within the course and  
12 scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or  
13 otherwise ratified each and every one of the acts or omissions complained of herein.

14 15. At all times mentioned herein, Defendants, and each of them, were members of and  
15 engaged in a joint venture, partnership, and common enterprise and acting within the course and  
16 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
17 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all  
18 members of the Classes.

19 **COMMON FACTUAL ALLEGATIONS**

20 16. Defendant is a global biotechnology company that provides products and services for  
21 scientists, clinical researchers, and physicians to use in their basic research, translational research,  
22 and clinical applications.

23 17. Plaintiffs were by Defendant as non-exempt employees out of Defendant's San Jose,  
24 California, location.

25 18. Plaintiffs and other non-exempt employees (including, but not limited to, Materials  
26 Management Associate, Maintenance Mechanic, Quality Analyst, Senior Accounts  
27 Payable/Receivable Representative, Account Specialist, Instrument Technician, and all other non-  
28 exempt positions) were responsible for all aspects of the Defendant's business in the State of

1 California. However, in these roles, Plaintiffs and non-exempt employees were often not afforded all  
2 protections and rights conferred under the California Labor Code and applicable wage orders.

3 19. At all relevant times, Plaintiffs and other non-exempt employees regularly worked  
4 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.  
5 Plaintiffs alleges that other non-exempt employees were also subjected to the same policies,  
6 procedures, practices, working conditions, and corresponding wage and hour violations to which they  
7 were subjected during their employment.

8 20. First, at all relevant times, Defendant failed and continues to fail to timely pay all  
9 wages to Plaintiffs and other non-exempt employees in violation of Labor Code § 204. Plaintiffs and  
10 other non-exempt employees were and are routinely paid on a “weekly, biweekly, or semimonthly”  
11 payroll, but Defendant failed and continues to fail to pay all wages within seven (7) calendar days of  
12 the close of the payroll period.

13 21. Labor Code § 204 “pertains to the timing of wage payments” and serves a very  
14 important public policy objective. “It has long been recognized that wages are not ordinary debts, . .  
15 . and that, because of the economic position of the average worker and, in particular, his dependence  
16 on wages for the necessities of life for himself and his family, it is essential to the public welfare that  
17 he receive his pay when it is due.” (*See also In re Trombley* (1948) 31 Cal. 2d 801, 810-11 (citing *In*  
18 *re Moffett* (1937) 19 Cal.App.2d 7, 19). The penalties for violating Labor Code § 204 are set forth in  
19 Labor Code section 210(a) as follows: [E]very person who fails to pay the wages of each employee  
20 as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any initial  
21 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent  
22 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay  
23 each employee, plus 25 percent of the amount unlawfully withheld.

24 22. Due to Defendant’s uniform pay policies/practices of failing to pay Plaintiffs and the  
25 other non-exempt employees timely, violated the provisions of Labor Code § 204 and the applicable  
26 Wage Orders. Accordingly, to the extent permitted by law, Plaintiffs and other non-exempt  
27 employees are entitled to recover civil penalties pursuant to Labor Code §§ 210(a), or Labor Code §  
28 2699(f)(2).

1           23.     Further, at all relevant times, Defendant has consistently failed to accurately record all  
2 time worked, including the time non-exempt employees were under the employer's control. This  
3 included a policy and practice of failing to record non-exempt employees' time properly worked,  
4 including, but not limited to, all time spent working off-the-clock on post-shift duties. As a result of  
5 this company-wide policy/practice, Plaintiffs and other non-exempt employees are not compensated  
6 for all the hours that they work and all of the overtime hours they work, in violation of Labor Code  
7 §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

8           24.     As a result, over a period of time, Plaintiffs and other non-exempt employees were not  
9 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,  
10 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices,  
11 Plaintiffs and other non-exempt employees were not properly paid at the correct overtime rate for  
12 hours worked in excess of eight hours per shift in violation of Labor Code § 510.

13           25.     Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed  
14 by an applicable state or local law or by an order of the commission a civil penalty, restitution of  
15 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,  
16 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee  
17 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred  
18 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is  
19 underpaid regardless of whether the initial violation was intentionally committed.

20           26.     Labor Code § 510 requires an employer to compensate an employee who works more  
21 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours  
22 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of  
23 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than  
24 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or  
25 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the  
26 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in  
27 any workday or more than 40 hours in any workweek unless the employee receives one and one-half  
28 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

1           27.       Moreover, at all relevant times, Plaintiffs and other non-exempt employees worked  
2 regular shifts that lasted longer than 8.0 hours in a workday and resulted in non-exempt employees  
3 regularly working more than 40 hours in a workweek. However, Defendant uniformly failed to  
4 properly calculate and pay overtime wages at the proper legal rate due to Defendant's uniform failure  
5 to include all forms of compensation/remuneration, including, but not limited to, commissions,  
6 incentives, non-discretionary bonuses, and all other forms of remuneration in calculating the "regular  
7 rate of pay" for purposes of overtime compensation.

8           28.       Under the California Labor Code (as well as the FLSA), courts have consistently held  
9 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in  
10 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*  
11 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency  
12 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.  
13 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California  
14 and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual  
15 bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-*  
16 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect  
17 all payments which the parties have agreed shall be received regularly during the workweek,  
18 exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact.  
19 Once the parties have decided upon the amount of wages and the mode of payment, the determination  
20 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected  
21 by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110  
22 ("production bonus") and 778.111 ("piece-rate").

23           29.       By their policy of requiring Plaintiffs and the other non-exempt employees to work in  
24 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating  
25 them at the lawful rate of one-half (1 1/2) their "regular rate of pay," Defendant willfully violated the  
26 provisions of Labor Code § 510 and the applicable Wage Orders.

27           30.       Similarly, at all relevant times, Defendant also failed in its obligation to provide  
28 Plaintiffs and other non-exempt employees the legally required paid sick days at the legal rate

1 pursuant to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1,  
2 2015, works in California for the same employer for 30 or more days within a year from the  
3 commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour  
4 per every 30 hours worked, beginning at the commencement of employment.” Labor Code § 246(l)(1)  
5 provides that paid sick time for non-exempt employees must be “calculated in the same manner as  
6 the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not  
7 the employee actually works overtime in that workweek.”

8         31.       Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated  
9 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total  
10 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)  
11 requires employers to “provide an employee with written notice that sets forth the amount of paid  
12 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either  
13 the employee’s itemized wage statement described in Section 226 or in a separate writing provided  
14 on the designated pay date with the employee’s payment of wages.”

15         32.       Here, at all relevant times, Defendant failed in its obligation to provide Plaintiffs and  
16 other non-exempt employees the legally required paid sick days at the legal rate, including all forms  
17 of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendant paid sick time below  
18 the “regular rate of pay” as required by Labor Code §§ 246(l) (1-2).

19         33.       Next, at all relevant times, Plaintiffs and other non-exempt employees were denied  
20 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to  
21 Defendant's uniform meal period policies/practices, operational requirements, and work demands,  
22 Plaintiffs and other non-exempt employees often could not take timely and uninterrupted net 30-  
23 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiffs and other  
24 non-exempt employees worked more than 10.0 hours in a shift, they were not allowed and permitted  
25 to take a mandated second meal period before the end of the tenth hour of work in violation of the  
26 Labor Code and applicable Wage Orders. Indeed, Plaintiffs’ and other non-exempt employees’ meal  
27 periods were often interrupted and/or lasted fewer than 30 minutes due to Defendant's meal period  
28 policies/procedures, operational requirements, and work demands.



1           34. In addition, for each missed or non-compliant meal period, Defendant failed and  
2 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period  
3 premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11  
4 5th 858 and Labor Code § 226.7.

5           35. Accordingly, due to Defendant's uniform meal period practices, non-exempt  
6 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§  
7 226.7, 510, 516, and applicable Wage Orders.

8           36. Next, at all relevant times, Plaintiffs and other non-exempt employees were not  
9 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due  
10 to Defendants' uniform rest period policies/practices, operational requirements, and work demands.  
11 As a result, Plaintiffs and other non-exempt employees were and are often unable to take a net 10-  
12 minute duty-free rest period for every major fraction of four hours worked. This includes a second  
13 rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in  
14 a workday.

15           37. By not relieving all non-exempt employees of all duties during rest periods, Defendant  
16 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)  
17 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all  
18 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,  
19 the California Supreme Court expressly rejected the employer’s assertion that it could provide an on-  
20 duty rest period to employees who worked as security guards and further explained: “that employers  
21 [must] relinquish any control over how employees spend their break time and relieve their employees  
22 of all duties.” *Id.* at 273. Each time non-exempt employees could not take a compliant rest period,  
23 Defendant failed and continues to fail to adequately pay rest period premium payments at the “regular  
24 rate of pay” as required by Labor Code § 226.7.

25           38. Accordingly, due to Defendant’s uniform rest period policies/practices, non-exempt  
26 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,  
27 512, and applicable Wage Orders.

28           39. As a result of Defendant failure to pay Plaintiffs and other non-exempt employees for

1 all hours they were subject to the control of Defendant, including all minimum and overtime wages,  
2 sick pay wages, Defendant's failure to adequately pay for all overtime/sick pay wages at the  
3 appropriate legal rate, and Defendant's failure to pay all meal and rest period premiums at the "regular  
4 rate of pay," Defendant issued wage statements which failed to identify the gross wages earned  
5 accurately, the total hours worked, the net wages earned, and the correct corresponding number of  
6 hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

7 40. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of  
8 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per  
9 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for  
10 each violation in a subsequent citation, for which the employer fails to provide the employee a wage  
11 deduction statement or fails to keep the required in subdivision (a) of Section 226."

12 41. Thus, for the violations of Labor Code section 226 described above, Plaintiffs and  
13 other non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant violations  
14 of Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code §  
15 226(a), Plaintiffs and other non-exempt employees would be entitled to recover penalties under Labor  
16 Code § 226(e).

17 42. Moreover, because Defendant failed to pay all minimum, overtime, sick pay wages,  
18 and meal and rest period premiums at the "regular rate of pay," Defendant also failed and continues  
19 to fail to pay Plaintiffs and other non-exempt employees all wages owed at their time of separation  
20 from employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees would be  
21 entitled to recover waiting time penalties under Labor Code §§ 201-203.

22 43. Finally, at all relevant times, Defendant required Plaintiffs and other non-exempt  
23 employees to incur necessary business expenses for work-related purposes but did not reimburse non-  
24 exempt employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-  
25 2804. Here, Defendant uniformly failed to reimburse non-exempt employees for the necessary costs  
26 incurred, including, but not limited to, costs incurred in connection with the personal cell phones and  
27 other expenses in discharging their duties. Accordingly, due to Defendant's uniform failure to  
28 adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802

1 and applicable Wage Orders.

2 **CLASS ACTION ALLEGATIONS**

3 44. Plaintiffs bring this action on behalf of themselves and the following Classes pursuant  
4 to § 382 of the Code of Civil Procedure:

5 All current or former non-exempt hourly employees who work or worked  
6 for Defendant in California during the four years immediately preceding the  
filing of the Complaint through the date of trial. (the “Class”);

7 All current or former non-exempt employees who worked for Defendant in  
8 California and worked overtime hours during at least one shift during the  
9 four years immediately preceding the filing of the Complaint through the  
date of trial. (“the Overtime Subclass”);

10 All current or former employees who work or worked for Defendant in  
11 California during the one year immediately preceding the filing of the  
12 Complaint through the date of trial. (“the Wage Statement Subclass”)

13 All employees who work or worked for Defendant in California and who  
14 left their employment during the three years immediately preceding the  
filing of the Complaint through the date of trial. (“Waiting Time Penalty  
Subclass”)

15 (collectively “the Classes”)

16 45. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
17 joinder of all members would be unfeasible and not practicable. The membership of the Classes is  
18 unknown to Plaintiffs at this time; however, it is estimated that the Classes consist of at least one  
19 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of  
20 Defendant’s employment and payroll records.

21 46. **Common Questions of Law and Fact Predominate/Well-Defined Community of**  
22 **Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated  
23 non-exempt employees, which predominate over questions affecting only individual members  
24 including, without limitation to:

- 25 1. Whether Defendant failed to pay all timely wages in compliance with Labor Code §  
26 204;
- 27 2. Whether Defendant failed to record and pay for all hours worked by Class Members;
- 28 3. Whether Defendant failed to properly calculate the “regular rate of pay” for purposes of

1 paying overtime and sick pay wages to the members of the Class;

2 4. Whether Defendant provided legally compliant meal and rest periods or proper  
3 compensation at the “regular rate of pay” in lieu thereof to members of the Class;

4 5. Whether Defendant furnished legally compliant wage statements to members of the  
5 Wage Statement Subclass pursuant to Labor Code § 226(a);

6 6. Whether the timing and amount of payment of final wages to members of the Waiting  
7 Time Penalty Subclass at the time of separation from employment were unlawful; and

8 7. Whether Defendant failed to reimburse Class Members for all necessary business  
9 expenses in violation of Labor Code §§ 2802-2804.

10 47. **Predominance of Common Questions:** Common questions of law and fact  
11 predominate over questions that affect only individual members of the Classes. The common  
12 questions of law set forth above are numerous and substantial and stem from Defendant’s policies  
13 and/or practices applicable to each individual class member, such as without limitation, Defendant’s  
14 failure to timely pay all wages, Defendant’s pay for all hours worked, Defendant’s failure to properly  
15 pay overtime and sick pay wages, Defendant’s failure to provide all compliant meal and rest periods  
16 or premiums at the “regular rate of pay” in lieu thereof, Defendant’s failure to provide accurate  
17 itemized wage statements, Defendant’s failure to pay wages timely, Defendant’s failure to reimburse  
18 for all necessary business expenses, and Defendant’s failure to pay for all wages due upon separation  
19 of employment. As such, the common questions predominate over individual questions concerning  
20 each class member’s showing as to his or her eligibility for recovery or the amount of his or her  
21 damages.

22 48. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because  
23 Plaintiffs was employed by Defendant as a non-exempt employee in California during the statute(s)  
24 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,  
25 Plaintiffs, like the members of the Classes, was paid untimely, was deprived of minimum, overtime,  
26 and sick pay wages, was deprived of meal and rest period premium wages, was subject to Defendant’s  
27 uniform meal and rest period policies/practices, was not provided accurate itemized wage statements,  
28 was not reimbursed for all necessary business expenses, and was not timely paid all wages owed upon

1 separation of employment.

2       49.   **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps  
3 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs'  
4 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.  
5 Plaintiffs' attorneys have prosecuted and are actively litigating several wage-and-hour class actions  
6 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the  
7 members of the Classes.

8       50.   **Superiority:** The California Labor Code is broadly remedial in nature and serves an  
9 important public interest in establishing minimum working conditions and standards in California.  
10 These laws and labor standards protect the average working employee from exploitation by  
11 employers who have the responsibility to follow the laws and who may seek to take advantage of  
12 superior economic and bargaining power in setting onerous terms and conditions of employment. The  
13 nature of this action and the format of laws available to Plaintiffs and members of the Classes make  
14 the class action format a particularly efficient and appropriate procedure to redress the violations  
15 alleged herein. If each employee were required to file an individual lawsuit, Defendant would  
16 necessarily gain an unconscionable advantage since they could exploit and overwhelm the limited  
17 resources of each individual Plaintiffs with their vastly superior financial and legal resources.

18       51.   Moreover, requiring each member of the Classes to pursue an individual remedy would  
19 also discourage the assertion of lawful claims by employees who would be disinclined to file an action  
20 against their former and/or current employer for real and justifiable fear of retaliation and permanent  
21 damages to their careers at subsequent employment. Further, the prosecution of separate actions by  
22 the individual class members, even if possible, would create a substantial risk of inconsistent or  
23 varying verdicts or adjudications with respect to the individual class members against Defendant  
24 herein and which would establish potentially incompatible standards of conduct for Defendant; and/or  
25 legal determinations with respect to individual class members which would, as a practical matter, be  
26 dispositive of the interest of the other class members not parties to adjudications or which would  
27 substantially impair or impede the ability of the class members to protect their interests. Further, the  
28 claims of the individual members of the class are not sufficiently large to warrant vigorous individual

1 prosecution considering all of the concomitant costs and expenses attending thereto. As such, the  
2 Classes identified in Paragraph 44 are maintainable as Classes under § 382 of the Code of Civil  
3 Procedure.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO TIMELY PAY WAGES**

6 **(AGAINST ALL DEFENDANTS)**

7 52. Plaintiffs re-allege and incorporate all previous paragraphs by reference.

8 53. Labor Code section 204 expressly requires employers who pay employees on a  
9 weekly, biweekly, or semimonthly basis to pay all wages “not more than seven calendar days  
10 following the close of the payroll period.” Labor Code section 210, subdivision (a), makes employers  
11 who violate Labor Code section 204 subject to a penalty of: “(1)For any initial violation, one hundred  
12 dollars (\$100) for each failure to pay each employee.“(2) For each subsequent violation, or any  
13 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,  
14 plus 25 percent of the amount unlawfully withheld.” (Lab. Code, § 210, subd. (a).)

15 54. As described above, Defendants uniformly failed to timely pay the Class Members  
16 within seven calendar days following the close of the weekly payroll in accordance with Labor Code  
17 section § 204 on a regular and consistent basis, and therefore, Plaintiffs and members of the Class are  
18 entitled to penalties pursuant to Labor Code section 210(a).

19 **SECOND CAUSE OF ACTION**

20 **MINIMUM WAGE VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

22 55. Plaintiffs re-allege and incorporate all previous paragraphs by reference.

23 56. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12  
24 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by  
25 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the  
26 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together  
27 with attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid  
28 wages and interest accrued thereon.

57. At all relevant times herein, Defendant failed to record all time accurately worked, including failing to record time worked properly and all time spent working off-the-clock post-shift duties. Accordingly, Plaintiffs and members of the Classes were not compensated for all hours worked, including all hours they were subject to the control of Defendant and/or suffered or permitted to work under the Labor Code and applicable Wage Orders.

58. Labor Code § 1198 makes an employee's employment unlawful under conditions the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

59. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiffs and the Classes have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendant's violations of the Labor Code and applicable Wage Orders.

60. Defendant's practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs and members of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

### THIRD CAUSE OF ACTION

## FAILURE TO PAY ALL OVERTIME WAGES

**(AGAINST ALL DEFENDANTS)**

61. Plaintiffs re-allege and incorporate all previous paragraphs by reference.

62. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed off-the-clock.

1           63.     At all times relevant herein, Defendant was required to properly pay Plaintiffs and  
2 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code  
3 § 1194 and the applicable Wage Orders.

4           64.     Section 3 of the applicable Wage Order requires an employer to pay an employee “one  
5 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per  
6 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an  
7 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve  
8 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in  
9 the workweek. Defendant caused Plaintiffs to work overtime and hours but did not compensate  
10 Plaintiffs or members of the Overtime Subclass at one and one-half times their “regular rate of pay”  
11 for such hours.

12           65.     Defendant failed to conform their pay practices to the requirements of the law. At all  
13 relevant times herein, Defendant failed to conform their pay practices to the requirements of the law.  
14 This unlawful conduct includes but is not limited to Defendant’s failure to pay for all hours properly  
15 worked off-the-clock as alleged herein above and Defendant’s failure to include all forms of  
16 compensation, including, but not limited to, non-discretionary bonuses and other incentive pay in  
17 calculating the “regular rate of pay,” which resulted in these individuals not being paid for all  
18 overtime hours worked.

19           66.     The foregoing policies and practices are unlawful and create an entitlement to recovery  
20 by Plaintiffs and the members of the Overtime Subclass in a civil action for the unpaid amount of  
21 overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit  
22 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code  
23 of Civil Procedure § 1021.5.

24                               **FOURTH CAUSE OF ACTION**

25                               **MEAL PERIOD VIOLATIONS**

26                               **(AGAINST ALL DEFENDANTS)**

27           67.     Plaintiffs re-allege and incorporate all previous paragraphs by reference.

28           68.     Plaintiffs are informed and believes, and based thereon alleges, that Defendant failed



1 in their affirmative obligation to provide all of their hourly non-exempt employees, including  
2 Plaintiffs and members of the Class, with all required meal periods in accordance with the mandates  
3 of the California Labor Code and applicable Wage Orders, for the reasons set forth in the Common  
4 Allegations section of this Complaint.

5 69. Despite Defendant's violations, Defendant has not paid an additional hour of pay at  
6 the "regular rate of pay" to Plaintiffs and Class members at their respective regular rates of pay for  
7 each violation, per California Labor Code § 226.7.

8 70. As a result, Defendant is responsible for paying premium compensation for meal  
9 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the  
10 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

11 **FIFTH CAUSE OF ACTION**

12 **REST PERIOD VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

14 71. Plaintiffs re-allege and incorporate all previous paragraphs by reference.

15 72. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish  
16 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for  
17 each four (4) hour period worked, or major fraction thereof.

18 73. Due to their unlawful rest period policy/practices and operational requirements/work  
19 demands, Defendant did not authorize and permit Plaintiffs and Class members to take all rest periods  
20 to which they were legally entitled.

21 74. Despite Defendant's violations, Defendant has not paid an additional hour of pay at  
22 the "regular rate of pay" to Plaintiffs and Class members at their respective regular rates of pay for  
23 each violation, per California Labor Code § 226.7.

24 75. The foregoing violations create an entitlement to recovery by Plaintiffs and members  
25 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest  
26 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§  
27 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

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**SIXTH CAUSE OF ACTION**  
**FAILURE TO PAY ALL SICK TIME**  
**(AGAINST ALL DEFENDANTS)**

76. Plaintiffs re-allege and incorporate all previous paragraphs by reference.

77. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199 which provide that “[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment.”

78. At all times relevant herein, Defendant was required to properly pay Plaintiffs and Class members for all sick time pursuant to California Labor Code § 246 and the applicable Wage Orders.

79. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i) requires employers to “provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

80. Defendant failed in their obligation to provide Plaintiffs and the Class the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b). Plaintiffs and the Class members were not paid at the correct “regular rate of pay.”

81. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiffs and the members of the Class in a civil action for the unpaid amount of wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit according to Labor Code §§ 246

1 1192, 1194 *et seq.*, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 **(AGAINST ALL DEFENDANTS)**

5 82. Plaintiffs re-allege and incorporate all previous paragraphs by reference.

6 83. Labor Code 226(a) states in pertinent part the following:

7 “(a) An employer, semimonthly or at the time of each payment of wages, shall  
8 furnish to his or her employee, either as a detachable part of the check, draft, or  
9 voucher paying the employee’s wages, or separately if wages are paid by personal  
10 check or cash, an accurate itemized statement in writing showing (1) gross wages  
11 earned, (2) total hours worked by the employee, (3) the number of piece-rate units  
12 earned and any applicable piece rate if the employee is paid on a piece-rate basis,  
13 (4) all deductions, provided that all deductions made on written orders of the  
14 employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
15 inclusive dates of the period for which the employee is paid, (7) the name of the  
16 employee and only 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.”

17 84. As set forth above, during the Class Period, Defendant issued and continues to issue  
18 wage statements to its employees, including Plaintiffs and members of the Wage Statement Subclass,  
19 which are inadequate under Labor Code Section § 226(a).

20 85. As a result of Defendant’s failure to pay Plaintiffs and the Wage Statement Subclass  
21 for all minimum, overtime, sick pay wages and missed meal and rest period premiums at the  
22 appropriate legal rate, Defendant failed to include required information on Plaintiffs and the Wage  
23 Statement Subclass’ wage statements, including, but not limited to, the gross wages earned, the net  
24 wages earned in violation of Labor Code section 226(a), (1,2,5, and 9).

25 86. Defendant’ failure to comply with section 226(a) of the Labor Code was knowing  
26 and intentional.

27 87. As a result of Defendant’s issuance of inaccurate itemized wage statements to Plaintiffs  
28 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor

1 Code, Plaintiffs and members of the Wage Statement Subclass are each entitled to recover an initial  
2 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty  
3 of \$4,000 per Plaintiffs and per every member of the Wage Statement Subclass from Defendant's  
4 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

5 **EIGHTH CAUSE OF ACTION**

6 **WAITING TIME PENALTIES**

7 **(AGAINST ALL DEFENDANTS)**

8 88. Plaintiffs re-allege and incorporate all previous paragraphs by reference.

9 89. The actionable period for this cause of action is three years before filing this Complaint  
10 through the present and ongoing until the violation is corrected or the class is certified.

11 90. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing  
12 to Plaintiffs and the Waiting Time Subclass during the actionable period for this cause of action at or  
13 around the time their employment is terminated or ended.

14 91. Labor Code § 203 provides that if an employer willfully fails to pay compensation  
15 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, the  
16 employer is liable for penalties for continued compensation up to thirty (30) workdays.

17 92. Defendant willfully failed to pay the Waiting Time Subclass for all hours worked,  
18 including all minimum and overtime, sick pay wages, and their meal and rest period premiums at the  
19 "regular rate of pay" before or upon termination or separation from employment with Defendant as  
20 required by Labor Code §§ 201 and 202.

21 93. As a result, Defendant is liable to the Waiting Time Subclass for waiting time penalties  
22 amounting to thirty (30) days wages for Plaintiffs and the Waiting Time Subclass pursuant to Labor  
23 Code § 203. *See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination*  
24 *entitles an employee to recover waiting time penalties).*

25 **NINTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

27 **(AGAINST ALL DEFENDANTS)**

28 94. Plaintiff re-alleges and incorporate all previous paragraphs by reference.

95. Labor Code 2802(a) states in pertinent part the following: “(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

96. As set forth above, Plaintiffs and Class members must be compensated for all necessary business expenditures, including, but not limited to, a reasonable portion of their monthly personal cell phone bills incurred in the discharge of their duties. (See *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”); *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at \*21 (N.D. Cal. 2014) (certifying class of cell phone reimbursement claim and adopting the logic of *Cochran*)).

97. At all relevant times, Defendant has failed to comply with Labor Code Section 2802 and the applicable Wage Orders by failing to reimburse Plaintiffs and the Class for all necessary business expenditures.

### TENTH CAUSE OF ACTION

## UNFAIR COMPETITION

**(AGAINST ALL DEFENDANTS)**

98. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

99. Defendant has engaged and continues to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay for all hours worked, by failing to pay all overtime and sick pay wages at the proper legal rate, by failing to provide all legally required meal and rest periods or pay premium payments at the “regular rate of pay” in lieu thereof, by failing to provide accurate wage statements, by failing to reimburse for all necessary business expenses adequately, and by failing to pay all earned wages at the time of separation from employment.

1           100. Defendant's utilization of these unfair and/or unlawful business practices deprived  
2 Plaintiffs and continues to deprive members of the Classes of compensation to which they are legally  
3 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over  
4 Defendant competitors who have been and/or are currently employing workers and attempting to do  
5 so in honest compliance with applicable wage and hour laws.

6           101. Because Plaintiffs are victims of Defendant's unfair and/or unlawful conduct alleged  
7 herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seek full restitution of  
8 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or  
9 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

10           102. The acts complained of herein occurred within the last four years immediately  
11 preceding the filing of the Complaint in this action.

12           103. Plaintiffs were compelled to retain the services of counsel to file this court action to  
13 protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of  
14 Defendant's current hourly non-exempt employees, and to enforce important rights affecting the  
15 public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs,  
16 which they are entitled to recover under Code of Civil Procedure § 1021.5.

17                           **ELEVENTH CAUSE OF ACTION**

18                           **PRIVATE ATTORNEYS GENERAL ACT**

19                           **(AGAINST ALL DEFENDANTS)**

20           104. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

21           105. Defendant has committed several Labor Code violations against Plaintiffs and other  
22 similarly aggrieved employees. Plaintiffs, an "aggrieved employees" within the meaning of Labor  
23 Code § 2698 *et seq.*, acting on behalf of themselves and other similarly aggrieved employees, bring this  
24 PAGA representative action against Defendant to recover the civil penalties due to Plaintiffs, other  
25 similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code  
26 § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for  
27 each subsequent violation per employee per pay period for those violations of the Labor Code for  
28 which no civil penalty is specifically provided based on the following Labor Code violations:

- 1           a)       Failing to pay Plaintiffs and similarly Aggrieve Employees within seven calendar  
2 days following the close of the weekly payroll in violation of Labor Code § 204.
- 3           b)       Failing to pay Plaintiffs and similarly Aggrieve Employees for all minimum wages  
4 for all hours worked or for which they were subject to the control of the employer;
- 5           c)       Failing to pay Plaintiffs and other similarly Aggrieved Employees all overtime and  
6 sick pay wages at the appropriate premium rates in violation of Labor Code §§ 246, 510, 1194, 1197;
- 7           d)       Failing to provide Plaintiffs and other similarly Aggrieved Employees with all of their  
8 statutorily-mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;
- 9           e)       Failing to authorize and permit Plaintiffs and other similarly Aggrieved employees  
10 with all of their statutorily-mandated rest periods in violation of Labor Code §§ 226.7 and 516;
- 11          f)       Failing to furnish Plaintiffs and other similarly situated employees with complete,  
12 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;
- 13          g)       Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203  
14 and applicable Wage Orders; and
- 15          h)       Failing to reimburse Plaintiffs and other aggrieved employees with all necessary  
16 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

17          106.    On or about February 5, 2024, Plaintiff Sarkis notified Defendant Miltenyi Biotec,  
18 Inc. (“Defendant”) and the California Labor and Workforce Development Agency (“LWDA”) via  
19 email of Defendant’s violations of the California Labor Code § 2698 *et seq.*, with respect to violations  
20 of the California Labor Code identified in Paragraph 105 (a)-(h). Now that sixty-five days have passed  
21 from Plaintiffs notifying Defendant of these violations, Plaintiffs have exhausted their administrative  
22 requirements for bringing a claim under the Private Attorneys General Act with respect to these  
23 violations.

24          107.    Plaintiffs were compelled to retain the services of counsel to file this court action to  
25 protect their interests and the interests of similarly aggrieved employees, and to assess and collect the  
26 civil penalties owed by Defendant. Plaintiffs have hereby incurred attorneys’ fees and costs, which  
27 they are entitled to receive under California Labor Code § 2699.

28    ///

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs pray for judgment for themselves and all others on whose behalf  
3 this suit is brought against Defendant, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiffs as representatives of the Classes;
- 6 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for civil penalties pursuant to Labor Code § 210(a);
- 8 5. Upon the Second and Third Causes of Action for compensatory, consequential,  
9 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,  
10 1197, 1197.1, and 1198 and reasonable attorneys' fees and costs;
- 11 6. Upon the Third Cause of Action, for compensatory, consequential, general, and  
12 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198  
13 and reasonable attorneys' fees and costs;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and  
15 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 16 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and  
17 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 18 9. Upon the Sixth Cause of Action, for compensatory, consequential, general, and  
19 special damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1198, and 1199;
- 20 10. Upon the Seventh Cause of Action, penalties pursuant to Labor Code § 226(a), and  
21 reasonable costs and attorney's fees;
- 22 11. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to  
23 Labor Code §§ 201-203;
- 24 12. Upon the Ninth Cause of Action, for unreimbursed expenses, interest, and attorney's  
25 fees and costs pursuant to Labor Code § 2802;
- 26 13. Upon the Tenth Cause of Action, for restitution to Plaintiffs and members of the  
27 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or  
28 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;



1           14.       Upon the Eleventh Cause of Action, for civil penalties due to Plaintiff, other  
2 similarly Aggrieved Employees, and the State of California according to proof pursuant to Labor  
3 Code § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200  
4 for each subsequent violation per employee per pay period for those violations of the Labor Code for  
5 which no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys'  
6 fees and costs.

7           15.       Prejudgment interest on all due and unpaid wages pursuant to California Labor Code  
8 § 218.6 and Civil Code §§ 3287 and 3289;

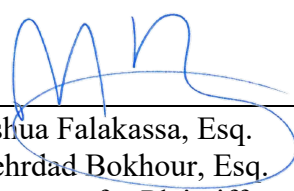
9           16.       On all causes of action, for attorneys' fees and costs as provided by Labor Code §§  
10 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

11          17.       For such other relief that the Court may deem just and proper.

12  
13 Dated: December 12, 2024

**FALAKASSA LAW, P.C.**  
**BOKHOUR LAW GROUP, P.C.**

14  
15  
16 By: \_\_\_\_\_

  
Joshua Falakassa, Esq.  
Mehrdad Bokhour, Esq.  
Attorneys for Plaintiffs and the Putative Classes

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On December 12, 2024, I served the following document(s) described as **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action:

Andrew M. McNaught, Esq.  
amcnaught@seyfarth.com  
Lilah Wylde, Esq.  
lwylde@seyfarth.com  
SEYFARTH SHAW, LLP  
560 Mission Street, 31<sup>st</sup> Floor  
San Francisco, California 94105

**Counsel for defendant Milteny Biotec, Inc.**

**BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 12, 2024, at Los Angeles, California.

/s/ Cynthia Garcia  
Cynthia Garcia