

Justin F. Marquez (SBN 262417)
justin.marquez@wilshirelawfirm.com
Arsiné Grigoryan (SBN 319517)
arsine.grigoryan@wilshirelawfirm.com
Dorota A. James (SBN 309933)
dorota.james@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

CRISTIAN CASTRO-MARTINEZ, ANTHONY
GASPAR and ALAN VEGA, on behalf of the
State of California and other aggrieved persons,

Plaintiffs,

v.

SJJC FBO SERVICES, LLC, a limited liability
corporation; ATLANTIC AVIATION FBO INC.,
a corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV450091

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

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

1 Plaintiffs CRISTIAN CASTRO-MARTINEZ, ANTHONY GASPAR and ALAN VEGA
2 (“Plaintiffs”), based upon facts that either have evidentiary support or are likely to have evidentiary
3 support after a reasonable opportunity for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants SJJC FBO SERVICES, LLC, and
6 ATLANTIC AVIATION FBO INC., and DOES 1 through 10 (SJJC FBO SERVICES, LLC, and
7 ATLANTIC AVIATION FBO INC., and DOES 1 through 10 are collectively referred to as
8 “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California
9 Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours
10 worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
11 authorize and permit rest periods, failure to pay all earned wages twice per month, failure to
12 maintain accurate records of hours worked and meal periods, failure to timely pay final wages,
13 failure to furnish accurate wage statements, and failure to reimburse business expenses.

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

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

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4. Plaintiffs bring this action against Defendants seeking only to recover penalties on behalf of all Aggrieved Employees that worked for Defendants, 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 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 Plaintiffs and all Aggrieved Employees as permitted by the PAGA.

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

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

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

THE PARTIES

A. Plaintiffs

8. Plaintiffs CHRISTIAN CASTRO-MARTINEZ is a resident of California who worked for Defendants in Santa Clara County, California as an hourly-paid, non-exempt employee from approximately October 2022 to approximately May 2024.

9. Plaintiffs ANTHONY GASPAR is a resident of California who worked for

Defendants in Santa Clara County, California as an hourly-paid, non-exempt employee from approximately October 2022 to May 2024.

10. Plaintiffs ALAN VEGA is a resident of California who worked for Defendants in Santa Clara County, California as an hourly-paid, non-exempt employee from approximately August 2023 to present.

B. Defendants

11. Plaintiffs are informed and believes, and based upon that information and belief alleges, that Defendant SJJC FBO SERVICES, LLC AND ATLANTIC AVIATION FBO, INC. are, and at all times herein mentioned, were:

- (a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California; and,
- (b) The former employers of Plaintiffs, and the current and/or former employer of the Aggrieved Employees because Defendant SJJC FBO SERVICES, LLC AND ATLANTIC AVIATION FBO, INC suffered and permitted Plaintiffs and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

12. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was 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.

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

14. Plaintiffs are informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and

1 the other employees and exercised control over their wages, hours, and working conditions.
2 Plaintiffs are informed and believes and thereon alleges that, at all relevant times, each Defendant
3 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
4 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some
5 or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint
6 enterprise for profit, and bore such other relationships to some or all of the other Defendants so as
7 to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and
8 believes and thereon alleges that each Defendant acted pursuant to and within the scope of the
9 relationships alleged above, that each Defendant knew or should have known about, and
10 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
11 Defendants.

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

13 1. Plaintiffs CHRISTIAN CASTRO-MARTINEZ is a resident of California who
14 worked for Defendants in Santa Clara County, California as an hourly-paid, non-exempt
15 employee from approximately October 2022 to approximately May 2024.

16 2. Plaintiffs ANTHONY GASPAS is a resident of California who worked for
17 Defendants in Santa Clara County, California as an hourly-paid, non-exempt employee from
18 approximately October 2022 to May 2024.

19 3. Plaintiffs ALAN VEGA is a resident of California who worked for Defendants in
20 Santa Clara County, California as an hourly-paid, non-exempt employee from approximately
21 August 2023 to present.

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

25 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and** 26 **Overtime Wages**

27 5. Under California law, an employer must pay for all hours worked by an employee.
28 “Hours worked” is the time during which an employee is subject to the control of an employer,

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

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

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

10 8. Throughout the statutory period, Defendant maintained a policy and practice of not
11 paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum, straight
12 time, and overtime wages. Defendant required Plaintiffs and the Aggrieved Employees to work
13 “off-the-clock”, uncompensated, by, for example, requiring Plaintiffs and the Aggrieved
14 Employees to work unpaid during legally required meal periods. Some of this unpaid work should
15 have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed
16 to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

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

18 9. Under California law, employers have an affirmative obligation to relieve
19 employees of all duty in order to take their first 30-minute, duty-free meal period by the end of
20 their fifth hour of work in a workday, and to allow employees to take their second 30-minute, duty-
21 free meal period by the end of their tenth hour of work. Further, employees are entitled to be paid
22 one hour of additional wages for each workday they were not provided with a required meal
23 period(s).

24 10. Despite these legal requirements, Defendant wrongfully failed to provide Plaintiffs
25 and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free
26 meal period. Plaintiffs and the Aggrieved Employees routinely worked through meal periods “off-
27 the-clock,” and Defendant frequently paid Plaintiffs and the Aggrieved Employees less than all
28 their work time. Much of this unpaid work should have been paid at the overtime rate. In failing

1 to pay for all hours worked, Defendant also failed to maintain accurate records of the hours
2 Plaintiffs and the Aggrieved Employees worked. Defendant also regularly, but not always,
3 required Plaintiffs and the Aggrieved Employees to work in excess of five consecutive hours a day
4 without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of
5 work, or without compensating Plaintiffs and the Aggrieved Employees for meal periods that were
6 not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant
7 continued to assert control over Plaintiffs and the Aggrieved Employees by requiring, pressuring,
8 or encouraging them to perform work tasks which could not be completed without working in lieu
9 of taking mandatory meal periods, or by denying Plaintiffs and the Aggrieved Employees
10 permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide
11 meal periods to Plaintiffs and the Aggrieved Employees in compliance with California law.

12 11. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of
13 additional wages for each workday they were not provided with all required meal period(s).
14 Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional
15 wages to which they were entitled for meal periods that were not provided.

16 **C. Failure to Authorize and Permit Rest Periods**

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

22 13. Throughout the statutory period, Defendant has wrongfully failed to authorize and
23 permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods. Defendant
24 regularly required Plaintiffs and the Aggrieved Employees to work in excess of four consecutive
25 hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted,
26 duty-free rest period for every four hours of work (or major fraction of four hours), or without
27 compensating Plaintiffs and the Aggrieved Employees for rest periods that were not authorized or
28 permitted. Instead, Defendant continued to assert control over Plaintiffs and the Aggrieved

1 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not
2 be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs
3 and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy
4 and practice was to not authorize and permit Plaintiffs and the Aggrieved Employees to take rest
5 periods in compliance with California law.

6 14. Accordingly, Defendants' policy and practice was to not authorize and permit
7 Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

8 15. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of
9 additional wages for each workday they were not authorized and permitted to take all required rest
10 periods. Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the
11 additional wages to which they were entitled for rest periods and that they were not authorized and
12 permitted to take.

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

14 16. Based on its failure to pay Plaintiffs and the Aggrieved Employees for all wages as
15 discussed above, Defendants also violated Labor Code § 204.

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

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

27 18. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to
28 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully

1 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
2 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall
3 keep time records showing when the employee begins and ends each work period. Meal periods
4 and total hours worked daily shall also be recorded.

5 19. Defendants, however, failed to maintain accurate records of hours worked and all
6 meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

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

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

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

27 22. Within the applicable statute of limitations, the employment of Plaintiffs and many
28 other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the

1 employment of others will be terminated. However, during the relevant time period, Defendants
2 failed, and continue to fail to pay Plaintiffs and terminated Aggrieved Employees, without
3 abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of
4 discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These
5 unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime
6 wages), missed meal period premium wages, and missed rest period premium wages.

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

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

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

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

28 26. The statute further provides: "An employee suffering injury as a result of a knowing

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

6 27. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
7 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
8 and all gross and net wages earned (including correct hours worked, correct wages for meal periods
9 that were not provided in accordance with California law, and correct wages for rest periods that
10 were not authorized and permitted to take in accordance with California law).

11 28. Because Defendants violated Labor Code § 226, Plaintiffs and similarly Aggrieved
12 Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs
13 and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their
14 actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate
15 penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

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

17 29. Labor Code § 2802(a) provides that employers shall indemnify his or her employees
18 for all necessary business expenditures or losses that have been incurred by the employees in direct
19 discharge of his or her duties.

20 30. Throughout the statute of limitations period applicable to this cause of action,
21 Defendant wrongfully required Plaintiffs and the Aggrieved Employees to pay expenses that they
22 incurred in direct discharge of their duties for Defendant. Plaintiffs and the Aggrieved Employees
23 regularly paid out-of-pocket for necessary employment-related expenses, including, without
24 limitation, for the use of personal cell phones. Plaintiffs and the Aggrieved Employees incurred
25 substantial expenses as a direct result of performing their job duties for Defendant, but Defendant
26 failed to indemnify Plaintiffs and the Aggrieved Employees for these employment-related
27 expenses.
28

31. 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.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys

General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*)

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

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

34. 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 himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

35. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code § 2699.3. Plaintiffs gave written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiffs PAGA case number is LWDA-CM-1035526-24 (*Cristian Castro-Martinez v. SJJC FBO Services, LLC*).

36. The statute of limitations is tolled while a plaintiff exhausts their administrative remedies with California's LWDA prior to suit, which is required by the statute. (*See* Labor Code § 2699.3(d).)

37. More than sixty-five (65) days have elapsed since Plaintiffs provided notice, but the

1 LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed
2 in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under
3 Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this
4 Complaint. These penalties include, but are not limited to, penalties under California Labor Code
5 §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

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

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

13 **PRAYER FOR RELIEF**

14 Plaintiffs, on behalf of all similarly aggrieved employees, prays for relief and judgment
15 against Defendants, jointly and severally, as follows:

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

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

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

24 4. Attorneys' fees and costs reasonably incurred;

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

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

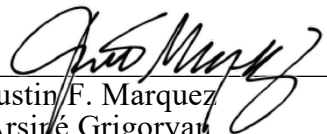
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Dated: October 22, 2024

Respectfully submitted,

WILSHIRE LAW FIRM

By: 
Justin F. Marquez
Arsiné Grigoryan
Dorota A. James
Attorneys for Plaintiffs