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

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

08/19/2024
Clerk of the Court
BY: AUSTIN LAM

Deputy Clerk

CGC-24-617343

MARICELA HERNANDEZ ROJAS,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

AMGEN INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.:

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

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

1 Plaintiff Maricela Hernandez Rojas (“Plaintiff”), on information and belief, alleges as
2 follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

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

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

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

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

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

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

20 **THE PARTIES**

21 **A. Plaintiff**

22 8. Plaintiff Maricela Hernandez Rojas is a resident of Thousand Oaks, California who
23 worked for Defendants in Ventura County, California as an hourly-paid, non-exempt employee
24 from approximately January 2019 to approximately March 2023.

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B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Amgen Inc., is, and at all times herein mentioned, was:

- (a) A business entity conducting business in numerous counties throughout the State of California, including [San Francisco County; and,
- (b) The former employer of Plaintiff, and the current and/or former employer of Aggrieved Employees, because Defendant Amgen Inc. suffered and permitted Plaintiff and Aggrieved Employees to work; and/or controlled their wages, hours, or working conditions; and or engaged Plaintiff and Aggrieved Employees, thereby creating a common law employment relationship.

10. Plaintiff does 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 Plaintiff and certain Aggrieved Employees as alleged herein. Plaintiff 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.

11. 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 Plaintiff and Aggrieved Employees in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges 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

1 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and
2 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
3 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
4 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

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

6 13. Plaintiff worked for Defendants in Ventura County, California as an hourly-paid,
7 non-exempt employee from approximately January 2019 to approximately March 2023. At all
8 times, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from
9 overtime.

10 14. Throughout Plaintiff's employment, Defendants committed numerous labor code
11 violations under state law. As discussed below, Plaintiff's experience working for Defendants was
12 typical and illustrative.

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

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

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

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

26 18. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and
27 certain Aggrieved Employees for all hours worked, including minimum wages, straight time, and
28 overtime wages. Defendants, at times, required Plaintiff and certain Aggrieved Employees to work

1 “off-the-clock,” uncompensated, by, for example, requiring Plaintiff and certain Aggrieved
2 Employees to perform work during uncompensated meal periods and/or requiring Plaintiff and
3 certain Aggrieved Employees to perform work after clocking out for the workday. Some of this
4 unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
5 Defendants also failed, at times, to maintain accurate records of the hours Plaintiff and certain
6 Aggrieved Employees worked.

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

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

14 20. Despite these legal requirements, Defendants wrongfully failed, at times, to provide
15 Plaintiff and Aggrieved Employees, or some of them, with their legally mandated 30-minute,
16 uninterrupted, and duty-free meal period in a manner required by law. Defendants also continued
17 to assert control over Plaintiff and Aggrieved Employees, or some of them, by, among other things,
18 requiring, pressuring, or encouraging them to perform work tasks which could not be completed
19 without working in lieu of taking mandatory meal periods, or by denying Plaintiff and certain
20 Aggrieved Employees permission to take a meal period under the conditions required by law, and
21 without properly compensating Plaintiff and Aggrieved Employees, or some of them, for meal
22 periods that were not provided as required by law. Defendants also failed, at times, to permit
23 Plaintiff to take a second meal period when Plaintiff worked at least ten hours of work in a
24 workday. Accordingly, Defendants failed, at times, to provide meal periods to Plaintiff and certain
25 Aggrieved Employees in compliance with California law.

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21. Plaintiff and Aggrieved Employees, or some of them, 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 Plaintiff and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

C. Failure to Authorize and Permit Rest Breaks

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

23. Throughout the statutory period, Defendants have, at times, wrongfully failed to authorize and permit Plaintiff and Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law. Defendants, at times, also required Plaintiff and Aggrieved Employees, or some of them, 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 Plaintiff and Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, among other things, Defendants continued to assert control over Plaintiff and Aggrieved Employees, or some of them, 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 Plaintiff and Aggrieved Employees, or some of them, permission to take a rest period under the conditions required by law. Accordingly, Defendants failed, at times, to authorize and permit Plaintiff and Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

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24. Plaintiff 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 Plaintiff 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. Failure to Pay All Earned Wages Twice Per Month

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

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

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

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

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

29. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiff and certain Aggrieved Employees the

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

F. Failure to Timely Pay All Wages at Termination

30. 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.

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

32. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201

1 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
2 at the same rate until paid or until an action is commenced; but the wages shall not continue for
3 more than thirty (30) days.

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

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

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

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

26 36. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and
27 Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all
28 applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct

1 wages for meal periods that were not provided in accordance with California law, and correct
2 wages for rest periods that were not authorized and permitted to take in accordance with California
3 law). Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
4 Employees, or some of them, suffered injury and damage to their statutorily protected rights.
5 Accordingly, Plaintiff and similarly Aggrieved Employees, or some of them, are entitled to recover
6 damages from Defendants including the greater of their actual damages caused by Defendants'
7 failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand
8 dollars (\$4,000) dollars per employee, or as otherwise permitted by PAGA based upon all bases of
9 liability.

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

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

21 38. As a result, Defendants are liable to Plaintiff and certain Aggrieved Employees for
22 the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify
23 Plaintiff and Aggrieved Employees for necessary business expenditures.

24 **I. Failure to Produce Requested Employment Records**

25 39. Pursuant to California Labor Code § 226, current and former employees have the
26 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
27 request to their employer. Under this statute, an employer that receives a request to inspect or
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1 receive a copy of records pertaining to a current or former employee must comply with the request
2 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

3 40. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
4 or his or her representative, has the right to inspect and receive a copy of the personnel records that
5 the employer maintains relating to the employee's performance or to any grievance concerning the
6 employee. Under this statute, upon written request from a current or former employee or his or her
7 representative, an employer must make the contents of those personnel records available for
8 inspection or provide a copy of the personnel records to the current or former employee, or his or
9 her representative, not later than thirty (30) calendar days from the date the employer receives the
10 written request, subject to some limited exceptions. Failure to comply with these requests allows
11 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
12 226(f).

13 41. Pursuant to California Labor Code § 432, if an employee or applicant signs any
14 instrument relating to the obtaining or holding of employment, he or she shall be given a copy of
15 the instrument upon request.

16 42. As set forth above, Plaintiff and Aggrieved Employees are current and former
17 employees of Defendants.

18 43. Plaintiff sent written requests through Plaintiff's counsel to Defendants for
19 Plaintiff's personnel file, pay records, wage statements, timekeeping records, and other
20 employment-related documents pursuant to Labor Code section 226, 1198.5, and 432. However,
21 Defendants failed to timely produce the requested employment records.

22 44. Defendants violated California Labor Code §§ 226, 1198.5, and 432 by failing to
23 timely produce the required records requested by Plaintiff.

24 45. On information and belief, Defendants' failure to provide Plaintiff with Plaintiff's
25 requested employment records is not an isolated incident but was instead consistent with
26 Defendants' practice that applied to Plaintiff and Aggrieved Employees, or some of them.
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47. Pursuant to California Labor Code § 226, Plaintiff is entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and cost.

FIRST CAUSE OF ACTION

**(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys
General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

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

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

50. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or himself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

51. Plaintiff gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1033559-24 (*Rojas v. Amgen Inc.*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant

1 to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties
2 include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5,
3 1197.1, and 2699.

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

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

12 **PRAYER FOR RELIEF**

13 Plaintiff, individually, and on behalf of the State of California, and on behalf of all similarly
14 Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as
15 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, failing to furnish accurate wage statements, failing to indemnify
21 for necessary expenditures, and failing to produce requested employment records;

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

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

25 4. Attorneys' fees and costs reasonably incurred;

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

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

Respectfully submitted,

Dated: August 19, 2024

WILSHIRE LAW FIRM

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

Attorneys for Plaintiff