

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

May 28, 2025

CA3654

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Boehringer Ingelheim Fremont, Inc.
Certified Mail #9589071052703176334280
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Boehringer Ingelheim Fremont, Inc. in California, including any employees staffed with Boehringer Ingelheim Fremont, Inc. by a third party, and classified as non-exempt employees during the time period of May 28, 2024 until a date as determined by the Court. Our offices represent Plaintiff Elyas Waziri (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Boehringer Ingelheim Fremont, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from May of 2023 to March of 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock.

Under 1198.5 of the California Labor Code, Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on March 13, 2025. Defendant has failed to produce Plaintiff’s employment file to this day. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit#1**.

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Further, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hours actually worked during the pay period. Defendant included hours in the gross amount of total hours worked column but these hours were not actual hours worked by Plaintiff (examples are “CA Meal Premium” and “PTO”) in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Defendant underpaid Plaintiff minimum and overtime wages as described above and as a result Defendant issued Plaintiff pay stubs that did not correctly list the wages earned each pay period. Plaintiff therefore contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Attached hereto as **Exhibit #2** is a true and correct copy of a pay stub that shows these violations.

Defendant is a pharmaceutical company that develops drugs for a variety of conditions, including, but not limited to, cardiovascular health, respiratory diseases, and oncology. Plaintiff was employed with Defendant as a Manufacturing Associate and his job duties included, but were not limited to, ensuring compliance with CGMP standards, manufacturing of bio-pharmaceutical products, and working with bio-reactors. Plaintiff would have to transfer cultures and cells from machines and could not simply leave his workspace to take a meal or rest break timely as this could contaminate the process. Plaintiff’s work involved staying within a highly regulated environment and adhering to strict guidelines as set forth by Defendant. As such, there were many days Plaintiff was unable to take off duty and timely meal and rest periods. Although Defendant paid Plaintiff some meal break premiums, Defendant failed to pay Plaintiff the meal break premiums at the correct rates of pay as Defendant failed to include all non-discretionary performance based incentive wages into Plaintiff’s meal break premium rates (incentive wages such as “Bon NonPen” & “VPR Company”) **See Exhibit #2**. Further, it is evident from the pay stubs Plaintiff was unable to take many meal periods due to the work environment and tasks associated with his job, however, Defendant failed to pay Plaintiff any rest break premiums for the rest break violations he suffered on a weekly basis due to the nature of his work. Plaintiff would also have to perform “dailies” where Plaintiff would take a sample of the culture and run diagnostic tests. During these “dailies” Plaintiff could not simply take time off for a rest period as there was a specific amount of time needed for the machine to analyze the cells so that the cells would not degrade. Defendant failed to pay Plaintiff rest break premiums for these violations. As a result of the above, Defendant violated Cal. Lab. Code Section 226.7 and 512.

Defendant paid Plaintiff non-discretionary incentive wages as described above “Bon NonPen” & “VPR Company” during the PAGA Period in which Defendant failed to correctly include these payments into Plaintiff’s regular rate for the purposes of calculating the correct overtime, meal break violation pay and sick pay, and as a result violated Labor Code Sections 226.7, 246, 510 and 512. **See Exhibit #2**. Further, Defendant violated California’s minimum wage law as Defendant required Plaintiff to work while clocked out for a mid shift meal from time to time as Defendant’s managers would text Plaintiff to print out labels or ask Plaintiff questions regarding his work duties for the day. As Plaintiff was not clocked in, Defendant failed

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to pay Plaintiff all minimum wages due for his time worked in violation of Cal. Lab. Code Sections 1194, 1197, 1197.1 & 1198.

Additionally, Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff used his personal cell phone for work related issues, such as responding to Defendant's calls and text messages, specifically from Defendant's Manufacturing Manager, Nicholas Mathewson. Plaintiff was not reimbursed for the reasonable expenses he incurred on his cell phone for work-related issues.

Finally, as described in detail in this notice, Defendant willfully failed to pay all wages and premiums owed to Plaintiff during the PAGA Period and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as when Plaintiff's employment with Defendant ended in March of 2025) in violation of California Labor Code Sections 201-204 & 210. Defendant also failed to pay the waiting time penalties owed to Plaintiff that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #1

FACSIMILE
(858) 551-1232

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com

TELEPHONE
(877) 852-3912

WRITERS E-MAIL: Nick@bamlawca.com

WRITERS EXT: 5

March 13, 2025

CA3654

VIA CERTIFIED MAIL

Boehringer Ingelheim Fremont, Inc.
6701 Kaiser Drive
Fremont, CA 94555
Certified Mail #9589 0710 5270 0057 7403 76

Re: Employee Elyas Waziri – Request for Employment Records

Dear Human Resource Director:

Please be advised we have been retained by Elyas Waziri to investigate employment law violations. Mr. Waziri worked for your company in California. Please direct all future communication regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Mr. Waziri during his tenure of employment with you. Additionally, we would like a copy of Mr. Waziri's complete employment file, including all documents and arbitration agreements signed by Mr. Waziri and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which relate to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than thirty (30) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750.00 against an employer who violates these requirements.

This request is made on behalf of Elyas Waziri in accordance with California Labor Code §§ 226, 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c). Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges.

Respectfully,

/s/ Nicholas De Blouw

Nicholas J. De Blouw, Esq

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, Elyas Waziri ("Client"), do hereby authorize Boehringer Ingelheim ("Employer"), to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background check disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at Blumenthal, Nordrehaug & Bhowmik located at 2255 Calle Clara, La Jolla, California 92037. Thank you.

Respectfully,

 (Jan 31, 2025 11:24 PST)

Client

EXHIBIT #2

Company
Boehringer Ingelheim Fremont, Inc
6701 Kaiser Drive
Fremont CA 94555

PAYSLIP

Payroll Group:UB Bi-weekly

Pay Begin Date:Dec 9, 2024 Check Date:Dec 27, 2024

Pay End Date:Dec 22, 2024

Elyas Waziri [REDACTED] [REDACTED]				EMPLOYEE INFORMATION			EMPLOYEE TAX DATA					
				Personnel No.:		[REDACTED]	Federal			California		
				Location:		BIFI-Fremont,CA	Filing Status:		[REDACTED]	[REDACTED]		
				Cost Center:		295324	Allowances:					
							Addl. Percent:					
							Addl. Amount:					
TOTAL GROSS				TOTAL TAXES			TOTAL DEDUCTIONS			NET PAY		
Current:				2,908.49		670.28		143.83			2,094.38	
YTD:				92,844.37		24,156.38		3,990.04			64,697.95	
HOURS AND EARNINGS							TAXES					
----- Current -----							----- YTD -----					
Description		Period	Rate	Hours	Earnings	Hours	Earnings	Description		Current	YTD	
Straight Time			31.95	56.00	1,789.20	1,507.59	47,901.53	FED	Withholding Tax	294.56	11,392.43	
Hol Worked						78.40	3,708.56	FED	Social Security Tax	180.36	5,757.33	
CA Meal Premium			31.95	1.00	31.95	191.00	6,065.35	FED	Medicare Tax	42.18	1,346.47	
Overtime 150%			47.93	16.02	767.84	421.11	20,073.78	CA	Withholding Tax	121.18	4,638.86	
Holiday						140.00	4,431.00	CA	Disability Tax	32.00	1,021.29	
PTO			31.95	10.00	319.50	106.00	3,366.40					
Jury Duty						10.00	319.50					
Bon NonPen							830.70					
VPR Company							6,147.55					
TOTAL				83.02	2,908.49	2,454.10	92,844.37					
NON-CASH EARNINGS												
Imputed Income					0.63	15.82						
TOTAL					0.63	15.82	TOTAL	670.28	24,156.38			
BEFORE-TAX DEDUCTIONS				AFTER-TAX DEDUCTIONS				TAXABLE WAGES				
Description		Current	YTD	Description		Current	YTD	Description		Current	YTD	
RSP PreTax		143.83	3,990.04					FED	Withholding Tax	2,765.29	88,870.15	
								FED	Social Security Tax	2,909.12	92,860.19	
								FED	Medicare Tax	2,909.12	92,860.19	
								CA	Withholding Tax	2,765.29	88,870.15	
								CA	Disability Tax	2,908.49	92,844.37	
TOTAL		143.83	3,990.04									
TIME OFF BALANCES								NET PAY DISTRIBUTION				
Description		Balance										
PTO		83.13						Bank EFT		2,094.38		

MESSAGES

Company
Boehringer Ingelheim Fremont, Inc
6701 Kaiser Drive
Fremont CA 94555

PAYSLIP

Payroll Group: UB Bi-weekly
Pay Begin Date: Dec 9, 2024 Check Date: Dec 27, 2024
Pay End Date: Dec 22, 2024

Elyas Waziri [REDACTED] [REDACTED]	EMPLOYEE INFORMATION		EMPLOYEE TAX DATA	
	Personnel No.:	[REDACTED]		
	Location:	BIFI-Fremont,CA	Filing Status:	[REDACTED]
	Cost Center:	295324	Allowances:	[REDACTED]
			Addl. Percent:	
		Addl. Amount:		
TIME DATA				
WEEK 1				
DATE	DESCRIPTION	NUMBER	UNIT	
12/09/2024	Straight Time	8.00	Hours	
12/09/2024	Overtime 150%	2.42	Hours	
12/10/2024	Straight Time	8.00	Hours	
12/10/2024	Overtime 150%	2.15	Hours	
12/11/2024	Straight Time	8.00	Hours	
12/11/2024	Overtime 150%	2.90	Hours	
12/11/2024	CA Meal Premium	1.00	Hours	
12/15/2024	Straight Time	8.00	Hours	
12/15/2024	Overtime 150%	2.23	Hours	
TOTALS WEEK 1				
	Total: Straight Time	32.00	Hours	
	Total: Overtime 150%	9.70	Hours	
	Total: CA Meal Premium	1.00	Hours	
WEEK 2				
DATE	DESCRIPTION	NUMBER	UNIT	
12/16/2024	Straight Time	8.00	Hours	
12/16/2024	Overtime 150%	2.22	Hours	
12/17/2024	Straight Time	8.00	Hours	
12/17/2024	Overtime 150%	2.07	Hours	
12/18/2024	PTO	10.00	Hours	
12/22/2024	Straight Time	8.00	Hours	
12/22/2024	Overtime 150%	2.03	Hours	
TOTALS WEEK 2				
	Total: Straight Time	24.00	Hours	
	Total: Overtime 150%	6.32	Hours	
	Total: PTO	10.00	Hours	
MESSAGES				