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Clad Fiske, Executive Officer / Clerk of the Court

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

ELYAS WAZIRI, an individual, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

vs.

BOEHRINGER INGELHEIM FREMONT,  
INC., a Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 25CV117181

**FIRST AMENDED COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-203, 233, 246; and
10. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*]

**DEMAND FOR A JURY TRIAL**

Elyas Waziri (“PLAINTIFF”), an individual, on behalf of himself and all other similarly situated current and former employees alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following.

## THE PARTIES

1. Boehringer Ingelheim Fremont, Inc. ("DEFENDANT") is a corporation at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

2. DEFENDANT is a pharmaceutical company that develops drugs for a variety of conditions, including cardiovascular health, respiratory diseases, and oncology.

3. 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.

4. PLAINTIFF brings this Class Action on behalf of himself and a California class, defined as all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning March 28, 2021 and ending on the date as determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

5. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which failed to lawfully compensate these employees. DEFENDANT's policy and practice alleged herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the

1 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the  
2 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA  
3 CLASS who have been economically injured by DEFENDANT's past and current unlawful  
4 conduct, and all other appropriate legal and equitable relief.

5 6. The true names and capacities, whether individual, corporate, subsidiary,  
6 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are  
7 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious  
8 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this  
9 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when  
10 they are ascertained. PLAINTIFF is informed and believes, and based upon that information  
11 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through  
12 50, inclusive, are responsible in some manner for one or more of the events and happenings  
13 that proximately caused the injuries and damages hereinafter alleged.

14 7. The agents, servants and/or employees of the Defendants and each of them  
15 acting on behalf of the Defendants acted within the course and scope of his, her or its  
16 authority as the agent, servant and/or employee of the Defendants, and personally  
17 participated in the conduct alleged herein on behalf of the Defendants with respect to the  
18 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to  
19 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and  
20 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result  
21 of the conduct of the Defendants' agents, servants and/or employees.

### 22 23 THE CONDUCT

24 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT  
25 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time  
26 worked, meaning the time during which an employee is subject to the control of an  
27 employer, including all the time the employee is suffered or permitted to work.  
28 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without

1 paying them for all the time they are under DEFENDANT's control. Among other things,  
2 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to  
3 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by  
4 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal  
5 break. DEFENDANT, as a matter of established company policy and procedure, administers  
6 a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and  
7 CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the  
8 course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less  
9 than they would have been paid had they been paid for actual recorded time rather than  
10 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring  
11 PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clock in that  
12 DEFENDANT, as a condition of employment, required these employees to submit to  
13 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior  
14 to clocking into DEFENDANT's timekeeping system for the workday. As a result,  
15 PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime  
16 wage compensation, and off-duty meal breaks by working without their time being correctly  
17 recorded and without compensation at the applicable rates. DEFENDANT's policy and  
18 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time  
19 worked, is evidenced by DEFENDANT's business records.

20       9. State and federal law provides that employees must be paid overtime and meal  
21 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF  
22 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive  
23 pay that is tied to specific elements of an employee's performance.

24       10. The second component of PLAINTIFF's and other CALIFORNIA CLASS  
25 Members' compensation is DEFENDANT's non-discretionary incentive program that paid  
26 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their  
27 performance for DEFENDANT. The non-discretionary incentive program provided all  
28 employees paid on an hourly basis with incentive compensation when the employees met the

1 various performance goals set by DEFENDANT. However, when calculating the regular  
2 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and  
3 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive  
4 compensation as part of the employees' "regular rate of pay" for purposes of calculating  
5 overtime pay and meal and rest break premium pay. Management and supervisors described  
6 the incentive program to potential and new employees as part of the compensation package.  
7 As a matter of law, the incentive compensation received by PLAINTIFF and other  
8 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure  
9 to do so has resulted in a underpayment of overtime compensation and meal and rest break  
10 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

11 11. As a result of their rigorous work schedules, PLAINTIFF and other  
12 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute  
13 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF  
14 and other CALIFORNIA CLASS Members were required from time to time to perform  
15 work as ordered by DEFENDANT for more than five (5) hours during some shifts without  
16 receiving a meal break. Further, DEFENDANT from time to time failed to provide  
17 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for  
18 some workdays in which these employees were required by DEFENDANT to work ten (10)  
19 hours of work. DEFENDANT also engaged in the practice of rounding the meal period  
20 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.  
21 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks  
22 without additional compensation and in accordance with DEFENDANT's corporate policy  
23 and practice.

24 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other  
25 CALIFORNIA CLASS Members were also required from time to time to work in excess of  
26 four (4) hours without being provided ten (10) minute rest periods. Further, these employees  
27 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at  
28 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten

(10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time during which an employee is relieved from all work related duties and free from employer control. In so doing, the Court held that the requirement under California law that employers authorize and permit all employees to take rest period means that employers must relieve employees of all duties and relinquish control over how employees spend their time which includes control over the locations where employees may take their rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work premises during their rest period.

13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. DEFENDANT required these employees to work off the clock without paying them for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or should have known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under compensated for all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by working without their time being accurately recorded and without compensation at the

1 applicable minimum wage and overtime wage rates. To the extent that the time worked off  
2 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay  
3 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,  
4 1197, and 1197.1.

5 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
6 other members of the CALIFORNIA CLASS with complete and accurate wage statements  
7 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.  
8 Code § 226 provides that every employer shall furnish each of his or her employees with an  
9 accurate itemized wage statement in writing showing, among other things, gross wages  
10 earned and all applicable hourly rates in effect during the pay period and the corresponding  
11 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS  
12 Members were paid on an hourly basis. As such, the wage statements should reflect all  
13 applicable hourly rates during the pay period and the total hours worked, and the applicable  
14 pay period in which the wages were earned pursuant to California Labor Code Section  
15 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other  
16 CALIFORNIA CLASS Members failed to identify such information. More specifically, the  
17 wage statements failed to identify the accurate total hours worked each pay period. When  
18 the hours shown on the wage statements were added up, they did not equal the actual total  
19 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from  
20 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an  
21 itemized wage statement that lists all the requirements under California Labor Code 226. As  
22 a result, DEFENDANT from time to time provided PLAINTIFF and the other members of  
23 the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

24 15. DEFENDANT underpaid sick pay wages to PLAINTIFF and other  
25 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in  
26 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt  
27 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate  
28

1 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS  
2 Members at their base rates of pay.

3 16. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt  
4 employees be calculated by dividing the employee's total wages, not including overtime  
5 premium pay, by the employee's total hours worked in the full pay periods of the prior 90  
6 days of employment.

7 17. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay  
8 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely  
9 earned non-discretionary incentive wages which increased their regular rate of pay.  
10 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and  
11 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of  
12 pay, as required under Cal. Lab. Code Section 246.

13 18. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF  
14 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe  
15 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is  
16 informed and believes and based thereon alleges that such failure to pay sick pay at regular  
17 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose  
18 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code  
19 Sections 201-203.

20 19. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer  
21 to collect or receive from an employee any part of wages theretofore paid by said employer  
22 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and  
23 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from  
24 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,  
25 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF  
26 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these  
27 employees all wages due at each applicable pay period and upon termination. PLAINTIFF  
28

1 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal  
2 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

3 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify  
4 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses  
5 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct  
6 consequence of discharging their duties on behalf of DEFENDANT. Under California  
7 Labor Code Section 2802, employers are required to indemnify employees for all expenses  
8 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly  
9 states that "an employer shall indemnify his or her employee for all necessary expenditures  
10 or losses incurred by the employee in direct consequence of the discharge of his or her  
11 duties, or of his or her obedience to the directions of the employer, even though unlawful,  
12 unless the employee, at the time of obeying the directions, believed them to be unlawful."

13 21. In the course of their employment PLAINTIFF and other CALIFORNIA  
14 CLASS Members as a business expense, were required by DEFENDANT to use their own  
15 personal cellular phones as a result of and in furtherance of their job duties as employees for  
16 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost  
17 associated with the use of their personal cellular phones for DEFENDANT's benefit.  
18 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by  
19 DEFENDANT to use their personal cellular phones. As a result, in the course of their  
20 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA  
21 CLASS incurred unreimbursed business expenses which included, but were not limited to,  
22 costs related to the use of their personal cellular phones all on behalf of and for the benefit of  
23 DEFENDANT.

24 22. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally  
25 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage  
26 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due  
27 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-  
28 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for

1 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the  
2 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties  
3 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to  
4 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's  
5 business records. The amount in controversy for PLAINTIFF individually does not exceed  
6 the sum or value of \$75,000.

### 7 **JURISDICTION AND VENUE**

8 23. This Court has jurisdiction over this Action pursuant to California Code of  
9 Civil Procedure, Section 410.10 and California Business & Professions Code, Section  
10 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly  
11 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

12 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
13 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and  
14 DEFENDANT (i) currently maintains and at all relevant times maintained offices and  
15 facilities in this County and/or conducts substantial business in this County, and (ii)  
16 committed the wrongful conduct herein alleged in this County against members of the  
17 CALIFORNIA CLASS.

### 18 **THE CALIFORNIA CLASS**

19 25. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and  
20 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, (the "UCL") as  
21 a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class,  
22 defined as all individuals who are or previously were employed by DEFENDANT in  
23 California, including any employees staffed with DEFENDANT by a third party, and  
24 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the  
25 period beginning March 28, 2021 and ending on the date as determined by the Court (the  
26  
27  
28

1 “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of  
2 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

3 26. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
4 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted  
5 accordingly.

6 27. DEFENDANT, as a matter of company policy, practice and procedure, and in  
7 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage  
8 Order requirements, and the applicable provisions of California law, intentionally,  
9 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all  
10 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,  
11 even though DEFENDANT enjoyed the benefit of this work, required employees to perform  
12 this work and permits or suffers to permit this work.

13 28. DEFENDANT has the legal burden to establish that each and every  
14 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as  
15 required by California laws. The DEFENDANT, however, as a matter of policy and  
16 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails  
17 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS  
18 Member is paid as required by law. This common business practice is applicable to each  
19 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as  
20 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, (the  
21 “UCL”) as causation, damages, and reliance are not elements of this claim.

22 29. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA  
23 CLASS Members is impracticable.

24 30. DEFENDANT violated the rights of the CALIFORNIA CLASS under  
25 California law by:

- 26 (a) Committing an act of unfair competition in violation of , Cal. Bus. &  
27 Prof. Code §§ 17200, (the "UCL"), by unlawfully, unfairly and/or  
28 deceptively having in place company policies, practices and procedures

1 that failed to record and pay PLAINTIFF and the other members of the  
2 CALIFORNIA CLASS for all time worked, including minimum wages  
3 owed and overtime wages owed for work performed by these  
4 employees; and,

- 5 (b) Committing an act of unfair competition in violation of the UCL, by  
6 failing to provide the PLAINTIFF and the other members of the  
7 CALIFORNIA CLASS with the legally required meal and rest periods.

8 31. This Class Action meets the statutory prerequisites for the maintenance of a  
9 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 10 (a) The persons who comprise the CALIFORNIA CLASS are so numerous  
11 that the joinder of all such persons is impracticable and the disposition  
12 of their claims as a class will benefit the parties and the Court;
- 13 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief  
14 issues that are raised in this Complaint are common to the  
15 CALIFORNIA CLASS will apply to every member of the  
16 CALIFORNIA CLASS;
- 17 (c) The claims of the representative PLAINTIFF are typical of the claims  
18 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all  
19 the other members of the CALIFORNIA CLASS, was classified as a  
20 non-exempt employee paid on an hourly basis who was subjected to the  
21 DEFENDANT's deceptive practice and policy which failed to provide  
22 the legally required meal and rest periods to the CALIFORNIA CLASS  
23 and thereby underpaid compensation to PLAINTIFF and  
24 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a  
25 result of DEFENDANT's employment practices. PLAINTIFF and the  
26 members of the CALIFORNIA CLASS were and are similarly or  
27 identically harmed by the same unlawful, deceptive and unfair  
28 misconduct engaged in by DEFENDANT; and,

1 (d) The representative PLAINTIFF will fairly and adequately represent and  
2 protect the interest of the CALIFORNIA CLASS, and has retained  
3 counsel who are competent and experienced in Class Action litigation.  
4 There are no material conflicts between the claims of the representative  
5 PLAINTIFF and the members of the CALIFORNIA CLASS that would  
6 make class certification inappropriate. Counsel for the CALIFORNIA  
7 CLASS will vigorously assert the claims of all CALIFORNIA CLASS  
8 Members.

9 32. In addition to meeting the statutory prerequisites to a Class Action, this action  
10 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

11 (a) Without class certification and determination of declaratory, injunctive,  
12 statutory and other legal questions within the class format, prosecution  
13 of separate actions by individual members of the CALIFORNIA  
14 CLASS will create the risk of:

15 1) Inconsistent or varying adjudications with respect to individual  
16 members of the CALIFORNIA CLASS which would establish  
17 incompatible standards of conduct for the parties opposing the  
18 CALIFORNIA CLASS; and/or,

19 2) Adjudication with respect to individual members of the  
20 CALIFORNIA CLASS which would as a practical matter be  
21 dispositive of interests of the other members not party to the  
22 adjudication or substantially impair or impede their ability to  
23 protect their interests.

24 (b) The parties opposing the CALIFORNIA CLASS have acted or refused  
25 to act on grounds generally applicable to the CALIFORNIA CLASS,  
26 making appropriate class-wide relief with respect to the CALIFORNIA  
27 CLASS as a whole in that DEFENDANT failed to pay all wages due to  
28 members of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

1 B. Adjudications with respect to individual members of the  
2 CALIFORNIA CLASS would as a practical matter be  
3 dispositive of the interests of the other members not  
4 parties to the adjudication or substantially impair or  
5 impede their ability to protect their interests;

6 3) In the context of wage litigation because a substantial number of  
7 individual CALIFORNIA CLASS Members will avoid asserting  
8 their legal rights out of fear of retaliation by DEFENDANT,  
9 which may adversely affect an individual's job with  
10 DEFENDANT or with a subsequent employer, the Class Action  
11 is the only means to assert their claims through a representative;  
12 and,

13 4) A class action is superior to other available methods for the fair  
14 and efficient adjudication of this litigation because class  
15 treatment will obviate the need for unduly and unnecessary  
16 duplicative litigation that is likely to result in the absence of  
17 certification of this action pursuant to Cal. Code of Civ. Proc. §  
18 382.

19 33. This Court should permit this action to be maintained as a Class Action  
20 pursuant to Cal. Code of Civ. Proc. § 382 because:

21 (a) The questions of law and fact common to the CALIFORNIA CLASS  
22 predominate over any question affecting only individual CALIFORNIA  
23 CLASS Members because the DEFENDANT's employment practices  
24 are applied with respect to the CALIFORNIA CLASS;

25 (b) A Class Action is superior to any other available method for the fair  
26 and efficient adjudication of the claims of the members of the  
27 CALIFORNIA CLASS because in the context of employment litigation  
28 a substantial number of individual CALIFORNIA CLASS Members

1 will avoid asserting their rights individually out of fear of retaliation or  
2 adverse impact on their employment;

3 (c) The members of the CALIFORNIA CLASS are so numerous that it is  
4 impractical to bring all members of the CALIFORNIA CLASS before  
5 the Court;

6 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not  
7 be able to obtain effective and economic legal redress unless the action  
8 is maintained as a Class Action;

9 (e) There is a community of interest in obtaining appropriate legal and  
10 equitable relief for the acts of unfair competition, statutory violations  
11 and other improprieties, and in obtaining adequate compensation for the  
12 damages and injuries which DEFENDANT's actions have inflicted  
13 upon the CALIFORNIA CLASS;

14 (f) There is a community of interest in ensuring that the combined assets of  
15 DEFENDANT are sufficient to adequately compensate the members of  
16 the CALIFORNIA CLASS for the injuries sustained;

17 (g) DEFENDANT has acted or refused to act on grounds generally  
18 applicable to the CALIFORNIA CLASS, thereby making final class-  
19 wide relief appropriate with respect to the CALIFORNIA CLASS as a  
20 whole;

21 (h) The members of the CALIFORNIA CLASS are readily ascertainable  
22 from the business records of DEFENDANT; and,

23 (i) Class treatment provides manageable judicial treatment calculated to  
24 bring a efficient and rapid conclusion to all litigation of all wage and  
25 hour related claims arising out of the conduct of DEFENDANT as to  
26 the members of the CALIFORNIA CLASS.

27 34. DEFENDANT maintains records from which the Court can ascertain and  
28 identify by job title each of DEFENDANT's employees who have been intentionally

1 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.  
2 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of  
3 similarly situated employees when they have been identified.

4  
5 **THE CALIFORNIA LABOR SUB-CLASS**

6 35. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,  
7 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members  
8 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in  
9 California, including any employees staffed with DEFENDANT by a third party, and  
10 classified as non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any  
11 time during March 28, 2022 and ending on the date as determined by the Court (the  
12 "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. §  
13 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-  
14 CLASS Members is under five million dollars (\$5,000,000.00).

15 36. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare  
16 Commission ("IWC") Wage Order requirements, and the applicable provisions of California  
17 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT  
18 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other  
19 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to  
20 these employees, even though DEFENDANT enjoyed the benefit of this work, required  
21 employees to perform this work and permitted or suffered to permit this work.  
22 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to  
23 which these employees are entitled in order to unfairly cheat the competition and unlawfully  
24 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR  
25 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD  
26 should be adjusted accordingly.

27 37. DEFENDANT maintains records from which the Court can ascertain and  
28

1 identify by name and job title, each of DEFENDANT's employees who have been  
2 intentionally subjected to DEFENDANT's company policy, practices and procedures as  
3 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any  
4 additional job titles of similarly situated employees when they have been identified.

5 38. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
6 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

7 39. Common questions of law and fact exist as to members of the CALIFORNIA  
8 LABOR SUB-CLASS, including, but not limited, to the following:

- 9 (a) Whether DEFENDANT unlawfully failed to correctly calculate and  
10 pay compensation due to members of the CALIFORNIA LABOR  
11 SUB-CLASS for missed meal and rest breaks in violation of the  
12 California Labor Code and California regulations and the applicable  
13 California Wage Order;
- 14 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other  
15 members of the CALIFORNIA LABOR SUB-CLASS with accurate  
16 itemized wage statements;
- 17 (c) Whether DEFENDANT has engaged in unfair competition by the  
18 above-listed conduct;
- 19 (d) The proper measure of damages and penalties owed to the members of  
20 the CALIFORNIA LABOR SUB-CLASS; and,
- 21 (e) Whether DEFENDANT's conduct was willful.

22 40. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-  
23 CLASS under California law by:

- 24 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the  
25 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-  
26 CLASS all wages due for overtime worked, for which DEFENDANT is  
27 liable pursuant to Cal. Lab. Code § 1194;
- 28

- 1 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1, by failing to  
2 accurately pay PLAINTIFF and the members of the CALIFORNIA  
3 LABOR SUB-CLASS the correct minimum wage pay for which  
4 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 5 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and  
6 the members of the CALIFORNIA LABOR SUB-CLASS with an  
7 accurate itemized statement in writing showing the corresponding  
8 correct amount of wages earned by the employee;
- 9 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide  
10 PLAINTIFF and the other members of the CALIFORNIA LABOR  
11 SUB-CLASS with all legally required off-duty, uninterrupted thirty  
12 (30) minute meal breaks and the legally required off-duty rest breaks;
- 13 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that  
14 when an employee is discharged or quits from employment, the  
15 employer must pay the employee all wages due without abatement, by  
16 failing to tender full payment and/or restitution of wages owed or in the  
17 manner required by California law to the members of the  
18 CALIFORNIA LABOR SUB-CLASS who have terminated their  
19 employment; and,
- 20 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF  
21 and the CALIFORNIA LABOR SUB-CLASS members with necessary  
22 expenses incurred in the discharge of their job duties.

23 41. This Class Action meets the statutory prerequisites for the maintenance of a  
24 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 25 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS  
26 are so numerous that the joinder of all CALIFORNIA LABOR SUB-  
27 CLASS Members is impracticable and the disposition of their claims as  
28 a class will benefit the parties and the Court;

- 1 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief  
2 issues that are raised in this Complaint are common to the  
3 CALIFORNIA LABOR SUB-CLASS and will apply to every member  
4 of the CALIFORNIA LABOR SUB-CLASS;
- 5 (c) The claims of the representative PLAINTIFF are typical of the claims  
6 of each member of the CALIFORNIA LABOR SUB-CLASS.  
7 PLAINTIFF, like all the other members of the CALIFORNIA LABOR  
8 SUB-CLASS, was a non-exempt employee paid on an hourly basis who  
9 was subjected to the DEFENDANT's practice and policy which failed  
10 to pay the correct amount of wages due to the CALIFORNIA LABOR  
11 SUB-CLASS. PLAINTIFF sustained economic injury as a result of  
12 DEFENDANT's employment practices. PLAINTIFF and the members  
13 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or  
14 identically harmed by the same unlawful, deceptive, and unfair  
15 misconduct engaged in by DEFENDANT; and,
- 16 (d) The representative PLAINTIFF will fairly and adequately represent and  
17 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and  
18 has retained counsel who are competent and experienced in Class  
19 Action litigation. There are no material conflicts between the claims of  
20 the representative PLAINTIFF and the members of the CALIFORNIA  
21 LABOR SUB-CLASS that would make class certification  
22 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS  
23 will vigorously assert the claims of all CALIFORNIA LABOR SUB-  
24 CLASS Members.

25 42. In addition to meeting the statutory prerequisites to a Class Action, this action  
26 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 27 (a) Without class certification and determination of declaratory, injunctive,  
28 statutory and other legal questions within the class format, prosecution

1 of separate actions by individual members of the CALIFORNIA  
2 LABOR SUB-CLASS will create the risk of:

- 3 1) Inconsistent or varying adjudications with respect to individual  
4 members of the CALIFORNIA LABOR SUB-CLASS which  
5 would establish incompatible standards of conduct for the  
6 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,  
7 2) Adjudication with respect to individual members of the  
8 CALIFORNIA LABOR SUB-CLASS which would as a  
9 practical matter be dispositive of interests of the other members  
10 not party to the adjudication or substantially impair or impede  
11 their ability to protect their interests.

12 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have  
13 acted or refused to act on grounds generally applicable to the  
14 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide  
15 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a  
16 whole in that DEFENDANT fails to pay all wages due. Including the  
17 correct wages for all time worked by the members of the  
18 CALIFORNIA LABOR SUB-CLASS as required by law;

19 (c) Common questions of law and fact predominate as to the members of  
20 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices  
21 and violations of California Law as listed above, and predominate over  
22 any question affecting only individual CALIFORNIA LABOR SUB-  
23 CLASS Members, and a Class Action is superior to other available  
24 methods for the fair and efficient adjudication of the controversy,  
25 including consideration of:

- 26 1) The interests of the members of the CALIFORNIA LABOR  
27 SUB-CLASS in individually controlling the prosecution or  
28 defense of separate actions in that the substantial expense of

1 individual actions will be avoided to recover the relatively small  
2 amount of economic losses sustained by the individual  
3 CALIFORNIA LABOR SUB-CLASS Members when compared  
4 to the substantial expense and burden of individual prosecution  
5 of this litigation;

- 6 2) Class certification will obviate the need for unduly duplicative  
7 litigation that would create the risk of:
- 8 A. Inconsistent or varying adjudications with respect to  
9 individual members of the CALIFORNIA LABOR SUB-  
10 CLASS, which would establish incompatible standards of  
11 conduct for the DEFENDANT; and/or,
  - 12 B. Adjudications with respect to individual members of the  
13 CALIFORNIA LABOR SUB-CLASS would as a  
14 practical matter be dispositive of the interests of the other  
15 members not parties to the adjudication or substantially  
16 impair or impede their ability to protect their interests;
- 17 3) In the context of wage litigation because a substantial number of  
18 individual CALIFORNIA LABOR SUB-CLASS Members will  
19 avoid asserting their legal rights out of fear of retaliation by  
20 DEFENDANT, which may adversely affect an individual's job  
21 with DEFENDANT or with a subsequent employer, the Class  
22 Action is the only means to assert their claims through a  
23 representative; and,
- 24 4) A class action is superior to other available methods for the fair  
25 and efficient adjudication of this litigation because class  
26 treatment will obviate the need for unduly and unnecessary  
27 duplicative litigation that is likely to result in the absence of  
28

1 certification of this action pursuant to Cal. Code of Civ. Proc. §  
2 382.

3 43. This Court should permit this action to be maintained as a Class Action  
4 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 5 (a) The questions of law and fact common to the CALIFORNIA LABOR  
6 SUB-CLASS predominate over any question affecting only individual  
7 CALIFORNIA LABOR SUB-CLASS Members;
- 8 (b) A Class Action is superior to any other available method for the fair  
9 and efficient adjudication of the claims of the members of the  
10 CALIFORNIA LABOR SUB-CLASS because in the context of  
11 employment litigation a substantial number of individual  
12 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting  
13 their rights individually out of fear of retaliation or adverse impact on  
14 their employment;
- 15 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so  
16 numerous that it is impractical to bring all members of the  
17 CALIFORNIA LABOR SUB-CLASS before the Court;
- 18 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS  
19 Members, will not be able to obtain effective and economic legal  
20 redress unless the action is maintained as a Class Action;
- 21 (e) There is a community of interest in obtaining appropriate legal and  
22 equitable relief for the acts of unfair competition, statutory violations  
23 and other improprieties, and in obtaining adequate compensation for the  
24 damages and injuries which DEFENDANT's actions have inflicted  
25 upon the CALIFORNIA LABOR SUB-CLASS;
- 26 (f) There is a community of interest in ensuring that the combined assets of  
27 DEFENDANT are sufficient to adequately compensate the members of  
28 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally  
2 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby  
3 making final class-wide relief appropriate with respect to the  
4 CALIFORNIA LABOR SUB-CLASS as a whole;
- 5 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily  
6 ascertainable from the business records of DEFENDANT. The  
7 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA  
8 CLASS Members who worked for DEFENDANT in California at any  
9 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 10 (i) Class treatment provides manageable judicial treatment calculated to  
11 bring a efficient and rapid conclusion to all litigation of all wage and  
12 hour related claims arising out of the conduct of DEFENDANT as to  
13 the members of the CALIFORNIA LABOR SUB-CLASS.

14  
15 **FIRST CAUSE OF ACTION**

16 **For Unlawful Business Practices**

17 **[Cal. Bus. And Prof. Code §§ 17200]**

18 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

19 44. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege  
20 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of  
21 this Complaint.

22 45. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.  
23 Code § 17021.

24 46. California Business & Professions Code §§ 17200, (the “UCL”) defines unfair  
25 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203  
26 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair  
27 competition as follows:  
28

1 Any person who engages, has engaged, or proposes to engage in unfair  
2 competition may be enjoined in any court of competent jurisdiction. The court  
3 may make such orders or judgments, including the appointment of a receiver,  
4 as may be necessary to prevent the use or employment by any person of any  
5 practice which constitutes unfair competition, as defined in this chapter, or as  
6 may be necessary to restore to any person in interest any money or property,  
7 real or personal, which may have been acquired by means of such unfair  
8 competition.

9 Cal. Bus. & Prof. Code § 17203.

10 47. By the conduct alleged herein, DEFENDANT has engaged and continues to  
11 engage in a business practice which violates California law, including but not limited to, the  
12 applicable Industrial Wage Order(s), the California Code of Regulations and the California  
13 Labor Code including Sections 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802  
14 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for which  
15 this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof.  
16 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute  
17 unfair competition, including restitution of wages wrongfully withheld.

18 48. By the conduct alleged herein, DEFENDANT's practices were unlawful and  
19 unfair in that these practices violate public policy, were immoral, unethical, oppressive,  
20 unscrupulous or substantially injurious to employees, and were without valid justification or  
21 utility for which this Court should issue equitable and injunctive relief pursuant to Section  
22 17203 of the California Business & Professions Code, including restitution of wages  
23 wrongfully withheld.

24 49. By the conduct alleged herein, DEFENDANT's practices were deceptive and  
25 fraudulent in that DEFENDANT's policy and practice failed to provide the legally  
26 mandated meal and rest periods, the required amount of compensation for missed meal and  
27 rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed  
28 to reimburse all necessary business expenses incurred, and failed to provide Fair Labor  
Standards Act overtime wages due for overtime worked as a result of failing to include non-  
discretionary incentive compensation into their regular rates of pay for purposes of  
computing the proper overtime pay due to a business practice that cannot be justified,

1 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements  
2 in violation of Cal. Bus. Code §§ 17200, and for which this Court should issue injunctive  
3 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of  
4 wages wrongfully withheld.

5 50. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
6 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and  
7 the other members of the CALIFORNIA CLASS to be underpaid during their employment  
8 with DEFENDANT.

9 51. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
10 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to  
11 provide all legally required meal breaks to PLAINTIFF and the other members of the  
12 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

13 52. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each  
14 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty  
15 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of  
16 pay for each workday in which a second off-duty meal period was not timely provided for  
17 each ten (10) hours of work.

18 53. PLAINTIFF further demands on behalf of himself and each member of the  
19 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off  
20 duty paid rest period was not timely provided as required by law.

21 54. By and through the unlawful and unfair business practices described herein,  
22 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and  
23 the other members of the CALIFORNIA CLASS, including earned wages for all time  
24 worked, and has deprived them of valuable rights and benefits guaranteed by law and  
25 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to  
26 allow DEFENDANT to unfairly compete against competitors who comply with the law.

27 55. All the acts described herein as violations of, among other things, the  
28 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the

1 California Labor Code, were unlawful and in violation of public policy, were immoral,  
2 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,  
3 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200.

4 56. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled  
5 to, and do, seek such relief as may be necessary to restore to them the money and property  
6 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the  
7 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and  
8 unfair business practices, including earned but unpaid wages for all time worked.

9 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
10 entitled to, and do, seek a declaration that the described business practices are unlawful,  
11 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT  
12 from engaging in any unlawful and unfair business practices in the future.

13 58. PLAINTIFF and the other members of the CALIFORNIA CLASS have no  
14 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business  
15 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur  
16 unabated. As a result of the unlawful and unfair business practices described herein,  
17 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will  
18 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained  
19 from continuing to engage in these unlawful and unfair business practices.

20  
21 **SECOND CAUSE OF ACTION**

22 **For Failure To Pay Minimum Wages**

23 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

24 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**  
25 **and Against All Defendants)**

26 59. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
27 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior  
28 paragraphs of this Complaint.

1           60.     PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
2 CLASS bring a claim for DEFENDANT's willful and intentional violations of the  
3 California Labor Code and the Industrial Welfare Commission requirements for  
4 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and  
5 CALIFORNIA CLASS Members.

6           61.     Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by  
7 the commission is the minimum wage to be paid to employees, and the payment of a less  
8 wage than the minimum so fixed in unlawful.

9           62.     Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid  
10 wages, including minimum wage compensation and interest thereon, together with the costs  
11 of suit.

12           63.     DEFENDANT maintained a wage practice of paying PLAINTIFF and the  
13 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct  
14 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to  
15 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the  
16 other members of the CALIFORNIA LABOR SUB-CLASS.

17           64.     DEFENDANT's unlawful wage and hour practices manifested, without  
18 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of  
19 implementing a policy and practice that denies accurate compensation to PLAINTIFF and  
20 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum  
21 wage pay.

22           65.     In committing these violations of the California Labor Code, DEFENDANT  
23 inaccurately calculated the correct time worked and consequently underpaid the actual time  
24 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.  
25 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and  
26 other benefits in violation of the California Labor Code, the Industrial Welfare Commission  
27 requirements and other applicable laws and regulations.  
28

1           66. As a direct result of DEFENDANT's unlawful wage practices as alleged  
2 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did  
3 not receive the correct minimum wage compensation for their time worked for  
4 DEFENDANT.

5           67. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT  
6 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS  
7 Members to work without paying them for all the time they were under DEFENDANT's  
8 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
9 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked  
10 that they were entitled to, constituting a failure to pay all earned wages.

11           68. By virtue of DEFENDANT's unlawful failure to accurately pay all earned  
12 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
13 CLASS for the true time they worked, PLAINTIFF and the other members of the  
14 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic  
15 injury in amounts which are presently unknown to them and which will be ascertained  
16 according to proof at trial.

17           69. DEFENDANT knew or should have known that PLAINTIFF and the other  
18 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their  
19 time worked. DEFENDANT elected, either through intentional malfeasance or gross  
20 nonfeasance, to not pay employees for their labor as a matter of company policy, practice  
21 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF  
22 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum  
23 wages for their time worked.

24           70. In performing the acts and practices herein alleged in violation of California  
25 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-  
26 CLASS for all time worked and provide them with the requisite compensation,  
27 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously  
28 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS

1 with a conscious and utter disregard for their legal rights, or the consequences to them, and  
2 with the despicable intent of depriving them of their property and legal rights, and otherwise  
3 causing them injury in order to increase company profits at the expense of these employees.

4 71. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
5 CLASS therefore request recovery of all unpaid wages, according to proof, interest,  
6 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,  
7 in a sum as provided by the California Labor Code and/or other applicable statutes. To the  
8 extent minimum wage compensation is determined to be owed to the CALIFORNIA  
9 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's  
10 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also  
11 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought  
12 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's  
13 conduct as alleged herein was willful, intentional and not in good faith. Further,  
14 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek  
15 and recover statutory costs.

### 16 17 **THIRD CAUSE OF ACTION**

#### 18 **For Failure To Pay Overtime Compensation**

19 **[Cal. Lab. Code § 510]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
21 **Defendants)**

22 72. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
23 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior  
24 paragraphs of this Complaint.

25 73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
26 CLASS bring a claim for DEFENDANT's willful and intentional violations of the  
27 California Labor Code and the Industrial Welfare Commission requirements for  
28 DEFENDANT's failure to pay these employees for all overtime worked, including, work

1 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,  
2 and/or forty (40) hours in any workweek.

3 74. Cal. Lab. Code § 510 further provides that employees in California shall not  
4 be employed more than eight (8) hours per workday and more than forty (40) hours per  
5 workweek unless they receive additional compensation beyond their regular wages in  
6 amounts specified by law.

7 75. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid  
8 wages, including minimum wage and overtime compensation and interest thereon, together  
9 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an  
10 employee for longer hours than those fixed by the Industrial Welfare Commission is  
11 unlawful.

12 76. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and  
13 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by  
14 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,  
15 including overtime work.

16 77. DEFENDANT's unlawful wage and hour practices manifested, without  
17 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of  
18 implementing a policy and practice that failed to accurately record overtime worked by  
19 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate  
20 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
21 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)  
22 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any  
23 workweek.

24 78. In committing these violations of the California Labor Code, DEFENDANT  
25 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
26 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT  
27 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in  
28 violation of the California Labor Code, the Industrial Welfare Commission requirements and

1 other applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage  
2 practices as alleged herein, the PLAINTIFF and the other members of the CALIFORNIA  
3 LABOR SUB-CLASS did not receive full compensation for overtime worked.

4 79. Cal. Lab. Code § 515 sets out various categories of employees who are exempt  
5 from the overtime requirements of the law. None of these exemptions are applicable to the  
6 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,  
7 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not  
8 subject to a valid collective bargaining agreement that would preclude the causes of action  
9 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of  
10 himself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations  
11 of non-negotiable, non-waiveable rights provided by the State of California.

12 80. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and  
13 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for  
14 overtime worked that they are entitled to, constituting a failure to pay all earned wages.

15 81. DEFENDANT failed to accurately pay the PLAINTIFF and the other  
16 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they  
17 worked which was in excess of the maximum hours permissible by law as required by Cal.  
18 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the  
19 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime  
20 as to which DEFENDANT failed to accurately record and pay as evidenced by  
21 DEFENDANT's business records and witnessed by employees.

22 82. By virtue of DEFENDANT's unlawful failure to accurately pay all earned  
23 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
24 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the  
25 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic  
26 injury in amounts which are presently unknown to them and which will be ascertained  
27 according to proof at trial.  
28

1           83.     DEFENDANT knew or should have known that PLAINTIFF and the other  
2 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all  
3 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross  
4 nonfeasance, to not pay employees for their labor as a matter of company policy, practice  
5 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF  
6 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

7           84.     In performing the acts and practices herein alleged in violation of California  
8 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-  
9 CLASS for all overtime worked and provide them with the requisite overtime compensation,  
10 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously  
11 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
12 with a conscious of and utter disregard for their legal rights, or the consequences to them,  
13 and with the despicable intent of depriving them of their property and legal rights, and  
14 otherwise causing them injury in order to increase company profits at the expense of these  
15 employees.

16           85.     PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
17 CLASS therefore request recovery of all overtime wages, according to proof, interest,  
18 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,  
19 in a sum as provided by the California Labor Code and/or other applicable statutes. To the  
20 extent minimum and/or overtime compensation is determined to be owed to the  
21 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,  
22 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these  
23 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which  
24 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS  
25 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in  
26 good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members  
27 are entitled to seek and recover statutory costs.  
28

1 **FOURTH CAUSE OF ACTION**

2 **For Failure to Provide Required Meal Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512 ]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
5 **Defendants)**

6 86. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior  
8 paragraphs of this Complaint.

9 87. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time  
10 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other  
11 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order  
12 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA  
13 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of  
14 all of their duties for the legally required off-duty meal periods. As a result of their rigorous  
15 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members  
16 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.  
17 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA  
18 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)  
19 hour of work is evidenced by DEFENDANT's business records from time to time. Further,  
20 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a  
21 second off-duty meal period in some workdays in which these employees were required by  
22 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF  
23 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal  
24 breaks without additional compensation and in accordance with DEFENDANT's strict  
25 corporate policy and practice.

26 88. DEFENDANT further violates California Labor Code §§ 226.7 and the  
27 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA  
28 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with

1 the applicable Wage Order, one additional hour of compensation at each employee's regular  
2 rate of pay for each workday that a meal period was not provided.

3 89. As a proximate result of the aforementioned violations, PLAINTIFF and  
4 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according  
5 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of  
6 suit.

7  
8 **FIFTH CAUSE OF ACTION**

9 **For Failure to Provide Required Rest Periods**

10 **[Cal. Lab. Code §§ 226.7 & 512 ]**

11 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
12 **Defendants)**

13 90. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior  
15 paragraphs of this Complaint.

16 91. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were  
17 from time to time required to work in excess of four (4) hours without being provided ten  
18 (10) minute rest periods. Further, these employees from time to time were denied their first  
19 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)  
20 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of  
21 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten  
22 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

23 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not  
24 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,  
25 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically  
26 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

27 92. DEFENDANT further violated California Labor Code §§ 226.7 and the  
28 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA

1 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with  
2 the applicable Wage Order, one additional hour of compensation at each employee's regular  
3 rate of pay for each workday that rest period was not provided.

4 93. As a proximate result of the aforementioned violations, PLAINTIFF and  
5 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according  
6 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of  
7 suit.

### 8 **SIXTH CAUSE OF ACTION**

#### 9 **For Failure to Provide Accurate Itemized Statements**

10 **[Cal. Lab. Code § 226]**

11 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
12 **Defendants)**

13 94. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior  
15 paragraphs of this Complaint.

16 95. Cal. Labor Code § 226 provides that an employer must furnish employees  
17 with  
18 an "accurate itemized" statement in writing showing:

- 19 (1) gross wages earned,
- 20 (2) total hours worked by the employee, except for any employee whose  
compensation is solely based on a salary and who is exempt from payment of  
21 overtime under subdivision (a) of Section 515 or any applicable order of the  
Industrial Welfare Commission,
- 22 (3) the number of piecerate units earned and any applicable piece rate if the employee  
is paid on a piece-rate basis,
- 23 (4) all deductions, provided that all deductions made on written orders of the  
employee may be aggregated and shown as one item,
- 24 (5) net wages earned,
- 25 (6) the inclusive dates of the period for which the employee is paid,
- 26 (7) the name of the employee and his or her social security number, except that by  
January 1, 2008, only the last four digits of his or her social security number or an  
employee identification number other than a social security number may be shown on  
the itemized statement,
- 27 (8) the name and address of the legal entity that is the employer, and
- 28 (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.

1           96. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
2 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate  
3 wage statements which failed to show, among other things, the correct gross and net wages  
4 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her  
5 employees with an accurate itemized wage statement in writing showing, among other  
6 things, gross wages earned and all applicable hourly rates in effect during the pay period and  
7 the corresponding amount of time worked at each hourly rate. PLAINTIFF and  
8 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the  
9 wage statements should reflect all applicable hourly rates during the pay period and the total  
10 hours worked, and the applicable pay period in which the wages were earned pursuant to  
11 California Labor Code Section 226(a). The wage statements DEFENDANT provided to  
12 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify  
13 such information. More specifically, the wage statements failed to identify the accurate total  
14 hours worked each pay period. When the hours shown on the wage statements were added  
15 up, they did not equal the actual total hours worked during the pay period in violation of  
16 Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,  
17 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the  
18 requirements under California Labor Code 226. As a result, DEFENDANT from time to  
19 time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
20 CLASS with wage statements which violated Cal. Lab. Code § 226.

21           97. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.  
22 Code § 226, causing injury and damages to PLAINTIFF and the other members of the  
23 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs  
24 expended calculating the correct wages for all missed meal and rest breaks and the amount  
25 of employment taxes which were not properly paid to state and federal tax authorities.  
26 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of  
27 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty  
28 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred

1 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §  
2 226, in an amount according to proof at the time of trial (but in no event more than four  
3 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the  
4 CALIFORNIA LABOR SUB-CLASS herein).

5  
6 **SEVENTH CAUSE OF ACTION**

7 **For Failure to Reimburse Employees for Required Expenses**

8 **[Cal. Lab. Code § 2802]**

9 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
10 **Defendants)**

11 98. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members  
12 reallege and incorporate by this reference, as though fully set forth herein, the prior  
13 paragraphs of this Complaint.

14 99. Cal. Lab. Code § 2802 provides, in relevant part, that:

15 An employer shall indemnify his or her employee for all necessary  
16 expenditures or losses incurred by the employee in direct consequence of the  
17 discharge of his or her duties, or of his or her obedience to the directions of the  
18 employer, even though unlawful, unless the employee, at the time of obeying  
19 the directions, believed them to be unlawful.

20 100. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,  
21 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-  
22 CLASS members for required expenses incurred in the discharge of their job duties for  
23 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the  
24 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not  
25 limited to, costs related to using their personal cellular phones on behalf of and for the  
26 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR  
27 SUB-CLASS Members were required by DEFENDANT to use their personal cellular  
28 phones and home offices in order to perform work related job tasks. DEFENDANT's policy  
and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-  
CLASS members for expenses resulting from using their personal cellular phones and home

1 offices for DEFENDANT within the course and scope of their employment for  
2 DEFENDANT. These expenses were necessary to complete their principal job duties.  
3 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this  
4 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF  
5 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify  
6 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for  
7 these expenses as an employer is required to do under the laws and regulations of California.

8 101. PLAINTIFF therefore demands reimbursement for expenditures or losses  
9 incurred by himself and the CALIFORNIA LABOR SUB-CLASS members in the discharge  
10 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,  
11 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

12 **EIGHTH CAUSE OF ACTION**

13 **For Failure to Pay Wages When Due**

14 **[ Cal. Lab. Code §§ 201, 202, 203]**

15 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**  
16 **and Against All Defendants)**

17 102. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
18 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior  
19 paragraphs of this Complaint.

20 103. Cal. Lab. Code § 200 provides, in relevant part, that:

21 As used in this article:

22 (a) "Wages" includes all amounts for labor performed by employees of  
every description, whether the amount is fixed or ascertained by the  
23 standard of time, task, piece, Commission basis, or other method of calculation.

24 (b) "Labor" includes labor, work, or service whether rendered or  
performed under contract, subcontract, partnership, station plan, or other  
25 agreement if the labor to be paid for is performed personally by the person  
demanding payment.

26 104. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer  
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and  
28 payable immediately."

105. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

106. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-CLASS Members' employment contract.

107. Cal. Lab. Code § 203 provides, in relevant part, that:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

108. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS Members has terminated and DEFENDANT has not tendered payment of all wages owed as required by law. Additionally, at all times during the term of PLAINTIFF's employment with DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members earned and accrued vested vacation and holiday time on the date of their termination pursuant to DEFENDANT's uniform vacation policies and applicable California law. The amount of vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members earned and accumulated is evidenced by DEFENDANT's business records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay such wages at the regular rate of pay and more specifically the final rate of pay that included all non-discretionary incentive compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of including all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-

1 discretionary incentive compensation into the vacation wage payment calculations.  
2 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which  
3 PLAINTIFF and other CALIFORNIA LABOR CLASS Members would be paid vacation  
4 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful  
5 practice, policy and procedure to deny paying the PLAINTIFF and the other members of the  
6 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,  
7 DEFENDANT failed to pay the PLAINTIFF and the members of the CALIFORNIA  
8 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,  
9 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,  
10 DEFENDANT underpaid waiting time penalties to PLAINTIFF and other CALIFORNIA  
11 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of  
12 PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary  
13 compensation into the waiting time penalty calculations. This failure by DEFENDANT is  
14 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to  
15 provide compensation for earned, accrued and vested vacation and holiday time, as well as  
16 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this  
17 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members  
18 of the CALIFORNIA LABOR SUB-CLASS. DEFENDANT's uniform practice and policy  
19 of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday  
20 time accumulated at employment termination violated and continues to violate Section 227.3  
21 of the California Labor Code.

22 109. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the  
23 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated  
24 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days  
25 of pay as penalty for not paying all wages due at time of termination for all employees who  
26 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and  
27 demands an accounting and payment of all wages due, plus interest and statutory costs as  
28 allowed by law.

1 **NINTH CAUSE OF ACTION**

2 **For Failure to Pay Sick Pay Wages**

3 **[ Cal. Lab. Code §§ 201-203, 233, 246]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

5 **and Against All Defendants)**

6 110. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
7 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior  
8 paragraphs of this Complaint.

9 111. Cal Lab. Code § 233 provides that an employer must permit an employee to  
10 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then  
11 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to  
12 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.  
13 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested  
14 right to sick pay wages, which an employer must calculate and compensate based on one of  
15 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the  
16 same manner as the regular rate of pay for the workweek in which the employee uses paid  
17 sick time, whether or not the employee actually works overtime in that workweek," or (ii)  
18 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's  
19 total wages, not including overtime premium pay, by the employee's total hours worked in  
20 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and  
21 233, employees may sue to recover underpaid sick pay wages as damages.

22 112. As a matter of policy and practice, DEFENDANT pays sick pay wages to  
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the  
24 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-  
25 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn  
26 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay  
27 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS  
28 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-

1 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the  
2 employee's total wages, not including overtime premium pay, by the employee's total hours  
3 worked in the full pay periods of the prior 90 days of employment. As a result,  
4 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the  
5 CALIFORNIA LABOR-SUB-CLASS.

6 113. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick  
7 leave, vested sick pay wages are due and to be paid no later than the payday for the next  
8 regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab.  
9 Code § 201 provides that if an employer discharges an employee, wages earned and unpaid  
10 at the time of discharge are due and payable immediately. Cal. Lab. Code § 202 provides  
11 that an employee is entitled to receive all unpaid wages no later than 72 hours after an  
12 employee quits his or her employment, unless the employee has given 72-hour notice of his  
13 or her intention to quit, in which case the employee is entitled to his or her wages at the time  
14 of quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code §  
15 203 provides that if an employer willfully fails to pay wages owed in accordance with Cal.  
16 Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty from the  
17 due date, and at the same rate until paid, but the wages shall not continue for more than  
18 thirty (30) days. Cal. Lab. Code §§ 203 and 218, employees may sue to recover applicable  
19 penalties.

20 114. As alleged herein and as a matter of policy and practice, DEFENDANT  
21 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other  
22 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay  
23 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-203, 233, and 246,  
24 among other Labor Code provisions. PLAINTIFF is informed and believes that  
25 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the  
26 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the  
27 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also  
28 include those benefits to which an employee is entitled as a part of his or her compensation,

1 including money, room, board, clothing, vacation pay, *and sick pay.*” *Murphy v. Kenneth*  
2 *Cole Prods., Inc.*, 40 Cal. 4<sup>th</sup> 1094, 1103 (2007)(emphasis added). Because DEFENDANT  
3 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA  
4 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable  
5 penalties.

6 115. Such a pattern, practice, and uniform administration of corporate policy is  
7 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-  
8 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,  
9 attorney’s fees, and costs of suit.

10  
11 **TENTH CAUSE OF ACTION**

12 **For Violation of the Private Attorneys General Act [Cal. Lab. Code §§ 2698, et seq.]**

13 **(By PLAINTIFF and Against All Defendants)**

14 116 PLAINTIFF realleges and incorporates by this reference, as though fully set  
15 forth herein, the prior paragraphs of this Complaint.

16 117. PAGA is a mechanism by which the State of California itself can enforce  
17 state labor laws through the employee suing under the PAGA who do so as the proxy or  
18 agent of the state's labor law enforcement agencies. An action to recover civil penalties  
19 under PAGA is fundamentally a law enforcement action designed to protect the public and  
20 not to benefit private parties. The purpose of the PAGA is not to recover damages or  
21 restitution, but to create a means of "deputizing" citizens as private attorneys general to  
22 enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was  
23 ... in the public interest to allow aggrieved employees, acting as private attorneys general to  
24 recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly,  
25 PAGA claims cannot be subject to arbitration.

26 118. PLAINTIFF, and such persons that may be added from time to time who  
27 satisfy the requirements and exhaust the administrative procedures under the Private  
28 Attorney General Act, brings this Representative Action on behalf of the State of California

1 with respect to all individuals who are or previously were employed by DEFENDANT in  
2 California, including any employees staffed with DEFENDANT by a third party, and  
3 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time  
4 period of April 1, 2024 until a date as determined by the Court (the "PAGA PERIOD").

5 119. On May 28, 2025, PLAINTIFF gave written notice by electronic mail to the  
6 Labor and Workforce Development Agency (the "Agency") and by certified mail to the  
7 employer of the specific provisions of this code alleged to have been violated as required by  
8 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference  
9 herein. The statutory waiting period for PLAINTIFF to add these allegations to the  
10 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now  
11 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy  
12 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

13 120. The policies, acts and practices heretofore described were and are an unlawful  
14 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the  
15 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly  
16 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,  
17 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for  
18 required expenses, and (f) failed to provide wages when due, all in violation of the  
19 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),  
20 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code  
21 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage  
22 Order(s), and thereby gives rise to civil penalties as a result of such conduct.<sup>1</sup> PLAINTIFF  
23 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private  
24 Attorney General Act of 2004 as the representative of the State of California for the illegal  
25 conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

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27 <sup>1</sup>Plaintiff specifically excludes and/or does not allege any claims under California Labor  
28 Code §558(a)(3).

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA  
6 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;  
7 B) An order temporarily, preliminarily and permanently enjoining and restraining  
8 DEFENDANT from engaging in similar unlawful conduct as set forth herein;  
9 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully  
10 withheld from compensation due to PLAINTIFF and the other members of the  
11 CALIFORNIA CLASS; and,  
12 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund  
13 for restitution of the sums incidental to DEFENDANT's violations due to  
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 16 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth  
17 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-  
18 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;  
19 B) Compensatory damages, according to proof at trial, including compensatory  
20 damages for minimum and overtime compensation due PLAINTIFF and the other  
21 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable  
22 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the  
23 statutory rate;  
24 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period  
25 in which a violation occurs and one hundred dollars (\$100) per each member of  
26 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay  
27 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and  
28 an award of costs for violation of Cal. Lab. Code § 226;

- 1 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and  
2 the applicable IWC Wage Order;
- 3 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and  
4 1197;
- 5 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA  
6 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and  
7 costs of suit.; and,
- 8 G) The wages of all terminated employees in the CALIFORNIA LABOR  
9 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or  
10 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 11 3. On behalf of the State of California and with respect to all AGGRIEVED  
12 EMPLOYEES:
- 13 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys  
14 General Act of 2004.
- 15 4. On all claims:
- 16 A) An award of interest, including prejudgment interest at the legal rate;
- 17 B) Such other and further relief as the Court deems just and equitable; and,
- 18 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the  
19 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,  
20 and/or §2802.

21

22 Dated: August 18, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

23

24 By: /s/ Nicholas J. De Blouw  
25 Norman B. Blumenthal  
26 Nicholas J. De Blouw

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**DEMAND FOR A JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: August 18, 2026      BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas J. De Blouw  
Norman B. Blumenthal  
Nicholas J. De Blouw

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# Exhibit #1

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

Web Site: [www.bamlawca.com](http://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](mailto: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**.

# BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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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](http://www.bamlawca.com)

TELEPHONE  
(877) 852-3912

WRITERS E-MAIL: [Nick@bamlawca.com](mailto: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:UBBi-weekly

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

Pay End Date:Dec 22, 2024

| Elyas Waziri<br>[REDACTED]<br>[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 [REDACTED]  |            | 2,094.38   |           |  |

MESSAGES

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

PAYSLIP

Payroll Group:UBBi-weekly

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

Pay End Date:Dec 22, 2024

| Elyas Waziri<br>[REDACTED]<br>[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                                 |                        |                 |                   |            |
|                                          |                        |                 |                   |            |