

Molly DeSario, Esq. (SBN 230763)
molly.desario@wilshirelawfirm.com
Jacob Karczewski, Esq. (SBN 268295)
jacob.karczewski@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
james.yoo@wilshirelawfirm.com
Ruby Carrera, Esq. (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Pavel Rukavishnikov, Esq. (SBN 357588)
pavel.rukavishnikov@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff
RONNIE BIDDLE III

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CGC-25-622613

RONNIE BIDDLE III, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

UNIFI AVIATION, LLC, a Delaware limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

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

ELECTRONICALLY
FILED

*Superior Court of California,
County of San Francisco*

02/21/2025
Clerk of the Court

BY: SAHAR ENAYATI

Deputy Clerk

Plaintiff RONNIE BIDDLE III (“Plaintiff”), on information and belief, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action individually, and on behalf of the State of California and other aggrieved persons, against Defendant UNIFI AVIATION, LLC and DOES 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide Employee with legally compliant meal periods, failure to authorize and permit Employee to take rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods failure to reimburse for business expenses, failure to furnish accurate wage statements, and failure to timely pay final pay.

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

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

4. Plaintiff brings this action against Defendants seeking only to recover penalties on behalf of Plaintiff individually, on behalf of certain Aggrieved Employees that worked for Defendants, and on behalf of the State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent

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

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

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

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

19 THE PARTIES

20 **A. Plaintiff**

21 8. Plaintiff Ronnie Biddle III is a California resident who worked for Defendants in
22 San Francisco, California as an hourly-paid, non-exempt employee from approximately August
23 2023 to November 2024.

24 **B. Defendants**

25 9. Plaintiff is informed and believes, and based upon that information and belief
26 alleges, that Defendants are, and at all times herein mentioned, were:

- 27 (a) Business entities conducting business in numerous counties throughout the
28 State of California, including San Francisco County; and,

(b) The former employers of Plaintiff, and the current and/or former employers of Aggrieved Employees, because Defendants suffered and permitted Plaintiff and Aggrieved Employees to work; and/or controlled their wages, hours, or working conditions; and or engaged Plaintiff and Aggrieved Employees, thereby creating a common law employment relationship.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants were in some manner legally responsible for the damages suffered by Plaintiff and certain Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

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

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

13. Plaintiff worked for Defendants in San Francisco County, California as an hourly-paid, non-exempt employee from approximately August 2023 to November 2024. At all times, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime.

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

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

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

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

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

18. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and certain Aggrieved Employees for all hours worked, including minimum wages, straight time, and overtime wages. Defendants, at times, required Plaintiff and certain Aggrieved Employees to work "off-the-clock," without pay. For instance, Plaintiff often worked before clocking in, performing his regular duties at management's request. Plaintiff and the Aggrieved Employees were regularly forced to wait in lines to clock in and out, as well as in a line for security checks before accessing the job site, everything off-the-clock. Employee also had to find and pick up a work van before beginning his shift. Additionally, Employer required Employee and the Aggrieved Employees to

1 work during unpaid meal and rest periods, some of which should have been compensated at the
2 overtime rate. Some of this unpaid work should have been paid at the overtime rate. In failing to
3 pay for all hours worked, Defendants also failed, at times, to maintain accurate records of the hours
4 Plaintiff and certain Aggrieved Employees worked.

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

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

12 20. Despite these legal requirements, Defendants wrongfully failed, at times, to provide
13 Plaintiff and Aggrieved Employees, or some of them, with their legally mandated 30-minute,
14 uninterrupted, and duty-free meal period in a manner required by law. Defendants also continued
15 to assert control over Plaintiff and Aggrieved Employees, or some of them, by, among other things,
16 requiring, pressuring, or encouraging them to perform work tasks which could not be completed
17 without working in lieu of taking mandatory meal periods, or by denying Plaintiff and certain
18 Aggrieved Employees permission to take a meal period under the conditions required by law, and
19 without properly compensating Plaintiff and Aggrieved Employees, or some of them, for meal
20 periods that were not provided as required by law. For instance, Plaintiff was required to carry his
21 work phone during meal breaks and answer work-related calls. Plaintiff also was forced to cut his
22 breaks short and remain clocked out until the end of the mandatory meal break period while
23 performing job duties. Moreover, Plaintiff had to wait in lines in order to clock in and out for his
24 meal breaks, which delayed the start and end times of his meal periods. Plaintiff complained about
25 non-compliant meal breaks, but supervisors did not correct his time. Employer also did not provide
26 Plaintiff with the opportunity to correct noncompliant meal break hours. As a result, Employer
27 failed to provide meal periods to Plaintiff and some Aggrieved Employees in accordance with
28 California law.

21. Plaintiff and Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, at times, failed to pay Plaintiff and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

C. Failure to Authorize and Permit Rest Breaks

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

23. Throughout the statutory period, Defendants have, at times, wrongfully failed to authorize and permit Plaintiff and Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law. Defendants, at times, also required Plaintiff and Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), and without properly compensating Plaintiff and Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, among other things, Defendants continued to assert control over Plaintiff and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, and by denying Plaintiff and Aggrieved Employees, or some of them, permission to take a rest period under the conditions required by law. Accordingly, Defendants failed, at times, to authorize and permit Plaintiff and Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

///

///

///

24. Plaintiff and certain Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest periods. Defendants, however, at times, failed to pay Plaintiff and certain Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

D. Failure to Indemnify for Necessary Expenditures

25. Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the period applicable to this cause of action, Defendants wrongfully required Plaintiff and certain Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and similarly Aggrieved Employees, or some of them, paid out-of-pocket for necessary employment-related expenses, including, without limitation, cell phone expenses and mileage. Plaintiff and similarly Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed, at times, to indemnify Plaintiff and certain Aggrieved Employees for these employment-related expenses. For example, Plaintiff used his personal cell phone for work-related communications without receiving reimbursement.

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

E. Failure to Furnish Accurate Itemized Wage Statements

27. Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security

number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

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

29. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). For example, Plaintiff’s pay stubs do not accurately reflect paid sick leave balance, the rest and meal break premiums, and the total wages for all hours worked, among other things. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees, or some of them, are entitled to recover damages from Defendants including the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) dollars per employee, or as otherwise permitted by PAGA based upon all bases of liability.

F. Failure to Provide Paid Sick Leave

30. California Senate Bill (SB) 616 went into effect on January 1, 2024, and amended California Labor Code §§ 245.5, 246, and 246.5, increasing the minimum required amount of paid sick leave for California employees to 40 hours or five days, whichever is greater, from the

previous requirement of 24 hours or three days prior to January 1, 2024. Employer can select any of the following methods by which employees can accrue paid sick leave: (1) One hour of PSL for every 30 hours worked; (2) Front loading of paid sick leave to give employees an up-front accrual of 40 hours (or five days) of PSL at the start of their employment and each 12 months thereafter; or (3) At a rate other than one hour for every 30 hours worked provided that the accrual is regular and results in at least 24 hours (or three days) of PSL by the 120th day of employment and 40 hours (or five days) of paid sick leave by the 200th day of employment. (Amending Lab. Code. § 246)

31. Throughout the statutory period, Defendants have or had a policy or practice of failing to provide Plaintiff and the aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code § 246, et seq.). For example, Defendants provided less amount of paid sick leave available that was actually earned by Plaintiff. Furthermore, Plaintiff believes that the sick pay was not provided at the proper regular rate of pay as required under California law due to failure to properly calculate the regular rate. Plaintiff also believes that Defendants did not allow the use of sick leave upon request by Plaintiff and the Aggrieved Employees, in violation of Labor Code § 246.5.

32. As such, Defendants are liable for civil penalties for violation of the paid sick leave regulations under Labor Code §§ 245.5-248.5, 558, 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

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

33. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

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

Defendants deliberately altered, falsified, and manipulated these records, putting into them information about full compliance with mandatory meal periods and understating overtime work.

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

H. Failure to Pay All Earned Wages Twice Per Month

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

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

I. Refusal to Make Payment

38. Labor Code § 216 declares unlawful employers' refusal to pay wages due and payable and/or denial of the validity of any claim to wages due. Defendants, at times, violated and continue, at times, to violate Labor Code § 216 by failing to pay Plaintiff and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Plaintiff and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject Defendants to civil penalties under Labor Code § 225.5, with each violation resulting in a separate penalty for each affected employee and pay period during which the statute's provisions were violated.

J. Statutory Wage Violations

39. Labor Code § 223 makes it unlawful for employers to secretly pay wages lower than required by statute while purporting to pay legal wages. Within the applicable period, Defendants, at times, willfully and systematically denied Plaintiff and other Aggrieved Employees, or some of them, minimum and straight time wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Defendants, at times, acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled under California law.

40. Defendants, at times, paid Plaintiff and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Plaintiff and all Aggrieved Employees were properly paid. As a result, Plaintiff and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

FIRST CAUSE OF ACTION

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

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

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

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

44. Plaintiff gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1067252-24 (*Ronnie Joe Biddle III v. Unifi Aviation, LLC*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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

46. In addition, Plaintiff seeks an award of reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.”

1 **PRAYER FOR RELIEF**

2 Plaintiff, individually, and on behalf of the State of California, and on behalf of all similarly
3 Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as
4 follows:

5 1. That the Court declare, adjudge and decree that Defendants violated the California
6 Labor Code by failing to pay for all hours worked (including minimum, straight time, and overtime
7 wages), failing to provide Employee with legally compliant meal periods, failing to authorize and
8 permit Employee to take rest periods, failing to pay all earned wages twice per month, failing to
9 maintain accurate records of hours worked and meal periods, failing to reimburse for business
10 expenses, failing to furnish accurate wage statements, and failing to timely pay final pay.

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

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

14 4. Attorneys' fees and costs reasonably incurred;

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

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

17 Respectfully submitted,

18 Dated: February 21, 2025

WILSHIRE LAW FIRM

19
20 *m. desario*

21 By: _____

22 Molly DeSario, Esq.
23 Jacob Karczewski, Esq.
24 James Yoo, Esq.
25 Ruby Carrera, Esq.
26 Pavel Rukavishnikov, Esq.

27 Attorneys for Plaintiff
28