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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**

KEVIN LOR, individually, on behalf of other  
members of the general public similarly  
situated, and on behalf of aggrieved employees  
pursuant to the Private Attorneys General Act  
("PAGA");

Plaintiff,

v.

ANTECH DIAGNOSTICS, INC., a California  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: 34-2020-00282790

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004); and
- (9) Violation of California Business and Professions Code §§ 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

1 Plaintiff KEVIN LOR (“Plaintiff”) hereby submits his Complaint against Defendants  
2 ANTECH DIAGNOSTICS, INC.; and DOES 1 through 100, inclusive; (collectively,  
3 “Defendants”), individually on behalf of other members of the general public similarly situated,  
4 and on behalf of aggrieved employees pursuant to the Private Attorneys General Act of 2004  
5 (“PAGA”) as follows:

6 **JURISDICTION AND VENUE**

7 1. This class action is brought pursuant to the California Code of Civil  
8 Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the  
9 minimal jurisdiction limits of the Superior Court and will be established according to proof at  
10 trial.

11 2. This Court has jurisdiction over this action pursuant to California  
12 Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all  
13 causes except those given by statute to other courts. The statutes under which this action is  
14 brought do not specify any other basis for jurisdiction.

15 3. This Court has jurisdiction over the violations of PAGA and Labor Code  
16 §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d),  
17 1194, 1197, 1197.1, 1198, 2800 and 2802.

18 4. This Court has jurisdiction over all Defendants because, upon information  
19 and belief, each party has sufficient minimum contacts in California, or otherwise intentionally  
20 avails itself of California law so as to render the exercise of jurisdiction over it by the California  
21 courts consistent with traditional notions of fair play and substantial justice.

22 5. Venue is proper in this Court because, upon information and belief, the  
23 named Defendants transact business and/or have offices in this county, and the acts and  
24 omissions alleged herein took place in this county. Moreover, this action is brought on behalf  
25 of the State of California as a private attorney general and has jurisdiction in this venue.

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1 **PARTIES**

2 6. Plaintiff KEVIN LOR is an individual residing in the State of California.  
3 Plaintiff was employed by Defendants within the statutory time period.

4 7. Plaintiff is informed and believes and thereon alleges that Defendants are  
5 licensed to do business and actually doing business in the State of California, including the  
6 County of Sacramento.

7 8. At all relevant times, Defendants were the “employers” of Plaintiff within  
8 the meaning of all applicable California law and statutes.

9 9. Plaintiff does not know the true names or capacities, whether individual,  
10 partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that  
11 reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to  
12 amend this complaint when the true names and capacities are known. Plaintiff is informed and  
13 believes and thereon alleges that each of Defendants designated as a DOE was responsible in  
14 some way for the matters alleged herein and proximately caused Plaintiff and other current and  
15 former aggrieved employees to be subject to the illegal employment practices, wrongs and  
16 injuries complained of herein.

17 10. At all times herein mentioned, Defendants, and each of them, were agents,  
18 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-  
19 conspirators and assigns, each of the other, and at all times relevant hereto were acting within  
20 the course and scope of their authority as such agents, partners, joint venturers, representatives,  
21 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions  
22 alleged herein were duly committed with ratification, knowledge, permission, encouragement,  
23 authorization and consent of each Defendant designated herein.

24 11. Plaintiff further alleges that Defendants directly or indirectly controlled  
25 or affected the working conditions, wages, working hours, and conditions of employment of  
26 Plaintiff and the other class members so as to make each of said Defendants employers and  
27 employers liable under the statutory provisions set forth herein.

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12. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All persons who are employed or have been employed by Defendants in California as “hourly employees” for the period August 4, 2016 through present.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of mitigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will

1 continue to incur, costs and attorneys' fees, that have been, are, and  
2 will be necessarily expended for the prosecution of this action for the  
3 substantial benefit of each class member.

4 d. Superiority: A class action is superior to other available methods for  
5 the fair and efficient adjudication of this litigation because individual  
6 joinder of all class members is impractical.

7 e. Public Policy Considerations: Certification of this lawsuit as a class  
8 action will advance public policy objectives. Employers of this great  
9 state violate employment and labor laws every day. Current  
10 employees are often afraid to assert their rights out of fear of direct  
11 or indirect retaliation. However, class actions provide the class  
12 members who are not named in the complaint anonymity that allows  
13 for the vindication of their rights.

14 16. There are common questions of law and fact as to the class members that  
15 predominate over questions affecting only individual members. The following common  
16 questions of law or fact, among others, exist as to the members of the class:

17 a. Whether Defendants' failure to pay wages, without abatement or  
18 reduction, in accordance with the California Labor Code, was  
19 willful;

20 b. Whether Defendants failed to pay their hourly-paid or non-exempt  
21 employees within the State of California for all hours worked,  
22 missed meal periods and rest breaks in violation of California law;

23 c. Whether Defendants required Plaintiff and the other class members  
24 to work over eight (8) hours per day and/or over forty (40) hours per  
25 week and failed to pay the legally required overtime compensation  
26 to Plaintiff and the other class members;

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- 1 d. Whether Defendants properly calculated the regular rate for Plaintiff  
2 and the other class members to worked overtime and earned  
3 incentive pay;
- 4 e. Whether Defendants deprived Plaintiff and the other class members  
5 of meal and/or rest periods or required Plaintiff and the other class  
6 members to work during meal and/or rest periods without  
7 compensation;
- 8 f. Whether Defendants failed to pay minimum wages to Plaintiff and  
9 the other class members for all hours worked;
- 10 g. Whether Defendants failed to pay all wages due to Plaintiff and the  
11 other class members within the required time upon their discharge or  
12 resignation;
- 13 h. Whether Defendants failed to timely pay all wages due to Plaintiff  
14 and the other class members during their employment;
- 15 i. Whether Defendants complied with wage reporting as required by  
16 the California Labor Code, including, inter alia, section 226;
- 17 j. Whether Defendants failed to reimburse Plaintiff and the other class  
18 members for necessary business-related expenses and costs;
- 19 k. Whether Defendants' conduct was willful or reckless;
- 20 l. Whether Defendants engaged in unfair business practices in  
21 violation of California Business & Professions Code section 17200,  
22 *et seq.*;
- 23 m. The appropriate amount of damages, restitution, and/or monetary  
24 penalties resulting from Defendants' violation of California law; and
- 25 n. Whether Plaintiff and the other class members are entitled to  
26 compensatory damages pursuant to the California Labor Code.

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1 **GENERAL ALLEGATIONS**

2 17. During the relevant time period set forth herein, Defendants employed  
3 Plaintiff and other persons as hourly-paid or non-exempt employees within the State of  
4 California.

5 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid,  
6 non-exempt employee within the statutory time period.

7 19. Defendants had the authority to hire and terminate Plaintiff and the other  
8 class members; to set work rules and conditions governing Plaintiff's and other class members'  
9 employment; and to supervise their daily employment activities.

10 20. Defendants exercised sufficient authority over the terms and conditions  
11 of Plaintiff and the other class members' employment for them to be joint employers of  
12 Plaintiff and other class members.

13 21. Defendants directly hired and paid wages and benefits to Plaintiff and  
14 the other class members.

15 22. Defendants continue to employ hourly-paid or non-exempt employees  
16 within the State of California.

17 23. Plaintiff and other class members worked over eight (8) hours in a day,  
18 and/or forty (40) hours in a week during their employment with Defendants.

19 24. Plaintiff is informed and believes, and based thereon alleges, that  
20 Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-  
21 exempt employees within the State of California. This scheme involved, inter alia, failing to  
22 pay them for all hours worked, missed meal periods, and missed rest breaks in violation of  
23 California law.

24 25. Plaintiff is informed and believes, and based thereon alleges, that  
25 Defendants knew or should have known that Plaintiff and other class members were entitled  
26 to receive certain wages for overtime compensation and that Plaintiff and other class members  
27 were not receiving wages for overtime compensation.

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1           26. Plaintiff is informed and believes, and based thereon alleges, that  
2 Defendants failed to provide Plaintiff and other class members the required rest and meal  
3 periods during the relevant time period as required under the Industrial Welfare Commission  
4 Wage Orders and thus they are entitled to any and all applicable penalties.

5           27. Plaintiff is informed and believes, and based thereon alleges, that  
6 Defendants knew or should have known that Plaintiff and other class members were entitled  
7 to receive all timely and complete meal periods or payment of one additional hour of pay at  
8 Plaintiff's and the other class members' regular rate of pay when a meal period was missed,  
9 late or interrupted, and that Plaintiff and other class members did not receive all timely and  
10 proper meal periods or payment of one additional hour of pay at their regular rate of pay when  
11 a meal period was missed.

12           28. Plaintiff is informed and believes, and based thereon alleges, that  
13 Defendants knew or should have known that Plaintiff and other class members were entitled  
14 to receive all timely rest periods without interruption or payment of one additional hour of pay  
15 at Plaintiff and the other class members' regular rate of pay when a rest period was missed,  
16 late or interrupted, and that Plaintiff and other class members did not receive all rest periods  
17 or payment of one additional hour of pay at their regular rate of pay when a rest period was  
18 missed.

19           29. Plaintiff is informed and believes, and based thereon alleges, that  
20 Defendants knew or should have known that Plaintiff and other class members were entitled  
21 to receive at least minimum wages for compensation and that Plaintiff and other class members  
22 were not receiving at least minimum wages for all hours worked.

23           30. Plaintiff is informed and believes, and based thereon alleges, that  
24 Defendants knew or should have known that Plaintiff and other class members were entitled  
25 to receive the wages owed to them upon discharge or resignation, including overtime and  
26 minimum wages and meal and rest period premiums, and that Plaintiff and other class members  
27 did not, in fact, receive such wages owed to them at the time of their discharge or resignation.

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1           31. Plaintiff is informed and believes, and based thereon alleges, that  
2 Defendants knew or should have known that Plaintiff and other class members were entitled  
3 to receive complete and accurate wage statements in accordance with California law, but, in  
4 fact, Plaintiff and other class members did not receive complete and accurate wage statements  
5 from Defendants. The deficiencies included, inter alia, the failure to include the total number  
6 of hours worked by Plaintiff and other class members.

7           32. Plaintiff is informed and believes, and based thereon alleges, that  
8 Defendants knew or should have known that Plaintiff and the other class members were entitled  
9 to reimbursement for necessary business-related expenses and that Plaintiff and the other class  
10 members were not reimbursed for necessary business-related expenses.

11           33. Plaintiff is informed and believes, and based thereon alleges, that  
12 Defendants knew or should have known that Defendants had to keep complete and accurate  
13 payroll records for Plaintiff and other class members in accordance with California law, but,  
14 in fact, did not keep complete and accurate payroll records for Plaintiff and other class  
15 members.

16           34. Plaintiff is informed and believes, and based thereon alleges, that  
17 Defendants knew or should have known that they had a duty to compensate Plaintiff and other  
18 class members pursuant to California law, and that Defendants had the financial ability to pay  
19 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
20 represented to Plaintiff and other class members that they were properly denied wages, all in  
21 order to increase Defendants' profits.

22           35. As a pattern and practice, during the relevant time period set forth herein,  
23 Defendants failed to pay overtime wages to Plaintiff and other class members for all hours  
24 worked. Plaintiff and other class members were required to work more than eight (8) hours per  
25 day and/or forty (40) hours per week without overtime compensation.

26           36. As a pattern and practice, during the relevant time period set forth herein,  
27 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to  
28 Plaintiff and other class members.

1           37. As a pattern and practice, during the relevant time period set forth herein,  
2 Defendants failed to pay Plaintiff and other class members at least minimum wages for all  
3 hours worked.

4           38. As a pattern and practice, during the relevant time period set forth herein,  
5 Defendants failed to pay Plaintiff and other class members the wages owed to them upon  
6 discharge or resignation.

7           39. As a pattern and practice, during the relevant time period set forth herein,  
8 Defendants failed to provide complete or accurate wage statements to Plaintiff and other class  
9 members.

10           40. As a pattern and practice, during the relevant time period set forth herein,  
11 Defendants failed to keep complete or accurate payroll records for Plaintiff and other class  
12 members.

13           41. As a pattern and practice, during the relevant time period set forth herein,  
14 Defendants failed to properly compensate Plaintiff and other class members pursuant to  
15 California law in order to increase Defendants' profits.

16           42. California Labor Code section 218 states that nothing in Article 1 of the  
17 Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or  
18 penalty due to him [or her] under this article."

19                           **FIRST CAUSE OF ACTION**

20                           **(Violation of California Labor Code §§ 510 and 1198)**

21                           **(Against ANTECH DIAGNOSTICS, INC., and DOES 1 through 100)**

22           43. Plaintiff incorporates by reference the allegations contained in  
23 Paragraphs 1 through 42, and each and every part thereof with the same force and effect as  
24 though fully set forth herein.

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1           44. California Labor Code section 1198 and the applicable Industrial  
2 Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons  
3 without compensating them at a rate of pay either time-and-one-half or two-times that person’s  
4 regular rate of pay, depending on the number of hours worked by the person on a daily or  
5 weekly basis.

6           45. Specifically, the applicable IWC Wage Order provides that Defendants  
7 are and were required to pay Plaintiff and other class members employed by Defendants, who  
8 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at  
9 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
10 than forty (40) hours in a workweek.

11           46. The applicable IWC Wage Order further provides that Defendants are  
12 and were required to pay Plaintiff and other class members overtime compensation at a rate of  
13 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

14           47. California Labor Code section 510 codifies the right to overtime  
15 compensation at one-and-one-half times the regular hourly rate for hours worked in excess of  
16 eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on  
17 the seventh day of work, and overtime compensation at twice the regular hourly rate for hours  
18 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the  
19 seventh day of work.

20           48. During the relevant time period set forth herein, Plaintiff and other class  
21 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in  
22 a week.

23           49. As a pattern and practice, during the relevant time period set forth herein,  
24 Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and other  
25 class members.

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1           50. Defendants' pattern and practice of failing to pay Plaintiff and other  
2 class members the unpaid balance of overtime compensation, as required by California laws,  
3 violates the provisions of California Labor Code sections 510 and 1198, and is therefore  
4 unlawful.

5           51. Pursuant to California Labor Code section 1194, Plaintiff and other class  
6 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
7 attorneys' fees.

8                           **SECOND CAUSE OF ACTION**

9                           **(Violation of California Labor Code §§ 226.7 and 512(a))**

10                   **(Against ANTECH DIAGNOSTICS, INC., and DOES 1 through 100)**

11           52. Plaintiff incorporates by reference the allegations contained in  
12 paragraphs 1 through 51, and each and every part thereof with the same force and effect as  
13 though fully set forth herein.

14           53. During the relevant time period set forth herein, the IWC Order and  
15 California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and other class  
16 members' employment by Defendants.

17           54. During the relevant time period set forth herein, California Labor Code  
18 section 226.7 provides that no employer shall require an employee to work during any meal or  
19 rest period mandated by an applicable order of the California IWC.

20           55. During the relevant time period set forth herein, the applicable IWC  
21 Wage Order and California Labor Code section 512(a) provide that an employer may not  
22 require, cause or permit an employee to work for a work period of more than five (5) hours per  
23 day without providing the employee with a meal period of not less than thirty (30) minutes,  
24 except that if the total work period per day of the employee is no more than six (6) hours, the  
25 meal period may be waived by mutual consent of both the employer and employee.

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1           56. During the relevant time period set forth herein, the applicable IWC  
2 Wage Order and California Labor Code section 512(a) further provide that an employer may  
3 not require, cause, or permit an employee to work for a work period of more than ten (10)  
4 hours per day without providing the employee with a second uninterrupted meal period of not  
5 less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12)  
6 hours, the second meal period may be waived by mutual consent of the employer and the  
7 employee only if the first meal period was not waived.

8           57. As a pattern and practice, during the relevant time period set forth herein,  
9 Plaintiff and other class members who were scheduled to work for a period of time no longer  
10 than six (6) hours, and who did not waive their legally-mandated meal periods by mutual  
11 consent, were required to work for periods longer than five (5) hours without an uninterrupted  
12 meal period of not less than thirty (30) minutes and/or without a rest period.

13           58. As a pattern and practice, during the relevant time period set forth herein,  
14 Plaintiff and other class members who were scheduled to work for a period of time no longer  
15 than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual  
16 consent, were required to work for periods longer than ten (10) hours without an uninterrupted  
17 meal period of not less than thirty (30) minutes and/or without a rest period.

18           59. As a pattern and practice, during the relevant time period set forth herein,  
19 Plaintiff and other class members who were scheduled to work for a period of time in excess  
20 of six (6) hours were required to work for periods longer than five (5) hours without an  
21 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

22           60. As a pattern and practice, during the relevant time period set forth herein,  
23 Plaintiff and other class members who were scheduled to work for a period of time in excess  
24 of twelve (12) hours were required to work for periods longer than ten (10) hours without an  
25 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

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61. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiff and other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

62. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiff and other class members the full meal period premium due pursuant to California Labor Code section 226.7.

63. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

64. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

### **THIRD CAUSE OF ACTION**

#### **(Violation of California Labor Code § 226.7)**

#### **(Against ANTECH DIAGNOSTICS, INC., and DOES 1 through 100)**

65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and other class members' employment by Defendants.

67. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

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1           68. During the relevant time period set forth herein, the applicable IWC  
2 Wage Order provides that “[e]very employer shall authorize and permit all employees to take  
3 rest periods, which insofar as practicable shall be in the middle of each work period” and that  
4 the “rest period time shall be based on the total hours worked daily at the rate of ten (10)  
5 minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work  
6 time is less than three and one-half (3 ½) hours.

7           69. As a pattern and practice, during the relevant time period set forth herein,  
8 Defendants required Plaintiff and other class members to work four (4) or more hours without  
9 authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

10           70. As a pattern and practice, during the relevant time period set forth herein,  
11 Defendants willfully required Plaintiff and other class members to work during rest periods  
12 and failed to pay Plaintiff and the other class members the full rest period premium for work  
13 performed during rest periods.

14           71. As a pattern and practice, during the relevant time period set forth herein,  
15 Defendants failed to pay Plaintiff and the other class members the full rest period premium  
16 due pursuant to California Labor Code section 226.7.

17           72. Defendants’ conduct violates applicable IWC Wage Orders and  
18 California Labor Code section 226.7.

19           73. Pursuant to the applicable IWC Wage Orders and California Labor Code  
20 section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants  
21 one additional hour of pay at the employees’ regular hourly rate of compensation for each  
22 workday that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194 and 1197)**

3 **(Against ANTECH DIAGNOSTICS, INC., and DOES 1 through 100)**

4 74. Plaintiff incorporates by reference the allegations contained in  
5 paragraphs 1 through 73 and each and every part thereof with the same force and effect as  
6 though fully set forth herein.

7 75. During the relevant time period set forth herein, California Labor Code  
8 sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the  
9 payment of a lesser wage than the minimum so fixed, is unlawful.

10 76. As a pattern and practice, during the relevant time period set forth herein,  
11 Defendants failed to pay minimum wages to Plaintiff and other class members as required,  
12 pursuant to California Labor Code sections 1194 and 1197.

13 77. Defendants' failure to pay Plaintiff and other class members the  
14 minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant  
15 to those sections, Plaintiff and other class members are entitled to recover the unpaid balance  
16 of their minimum wage compensation as well as interest, costs, and attorney's fees, and  
17 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

18 78. Pursuant to California Labor Code section 1194.2, Plaintiff and other  
19 class members are entitled to recover liquidated damages in an amount equal to the wages  
20 unlawfully unpaid and interest thereon.

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 201 and 202)**

23 **(Against ANTECH DIAGNOSTICS, INC., and DOES 1 through 100)**

24 79. Plaintiff incorporates by reference the allegations contained in  
25 paragraphs 1 through 78, and each and every part thereof with the same force and effect as  
26 though fully set forth herein.

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1           80. During the relevant time period set forth herein, California Labor Code  
2 sections 201 and 202 provide that if an employer discharges an employee, the wages earned  
3 and unpaid at the time of discharge are due and payable immediately, and if an employee quits  
4 his or her employment, his or her wages shall become due and payable not later than seventy-  
5 two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his  
6 or her intention to quit, in which case the employee is entitled to his or her wages at the time  
7 of quitting.

8           81. As a pattern and practice, during the relevant time period set forth herein,  
9 Defendants intentionally and willfully failed to pay Plaintiff and other class members who are  
10 no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72)  
11 hours of their leaving Defendants' employ.

12           82. Defendants' pattern and practice of failing to pay Plaintiff and other  
13 class members who are no longer employed by Defendants their wages, earned and unpaid,  
14 within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California  
15 Labor Code sections 201 and 202.

16           83. California Labor Code section 203 provides that if an employer willfully  
17 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the  
18 employee shall continue as a penalty from the due date thereof at the same rate until paid or  
19 until an action is commenced; but the wages shall not continue for more than thirty (30) days.

20           84. Plaintiff and other class members are entitled to recover from  
21 Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30)  
22 day maximum as provided by Labor Code section 203.

23                           **SIXTH CAUSE OF ACTION**

24                           **Violation of California Labor Code § 226(a))**

25                           **(Against ANTECH DIAGNOSTICS, INC., and DOES 1 through 100)**

26           85. Plaintiff incorporates by reference the allegations contained in  
27 paragraphs 1 through 84, and each and every part thereof with the same force and effect as  
28 though fully set forth herein.

1           86. During the relevant time period set forth herein, California Labor Code  
2 section 226(a) provides that every employer shall furnish each of his or her employees an  
3 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked  
4 by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the  
5 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made  
6 on written orders of the employee may be aggregated and shown as one item, (5) net wages  
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of  
8 the employee and his or her social security number, (8) the name and address of the legal entity  
9 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the  
10 corresponding number of hours worked at each hourly rate by the employee. The deductions  
11 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
12 showing the month, day, and year, and a copy of the statement or a record of the deductions  
13 shall be kept on file by the employer for at least three years at the place of employment or at a  
14 central location within the State of California.

15           87. As a pattern and practice, Defendants have intentionally and willfully  
16 failed to provide Plaintiff and other class members with complete and accurate wage  
17 statements. The deficiencies include but are not limited to: the failure to include the total  
18 number of hours worked by Plaintiff and other class members.

19           88. As a result of Defendants' violation of California Labor Code section  
20 226(a), Plaintiff and other class members have suffered injury and damage to their statutorily  
21 protected rights.

22           89. More specifically, Plaintiff and other class members have been injured  
23 by Defendants' intentional and willful violation of California Labor Code section 226(a)  
24 because they were denied both their legal right to receive, and their protected interest in  
25 receiving, accurate and itemized wage statements pursuant to California Labor Code section  
26 226(a).

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1           90. Plaintiff and other class members are entitled to recover from  
2 Defendants the greater of their actual damages caused by Defendants' failure to comply with  
3 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand  
4 dollars per employee.

5           91. Plaintiff and other class members are also entitled to injunctive relief to  
6 ensure compliance with this section, pursuant to California Labor Code section 226(g).

7                           **SEVENTH CAUSE OF ACTION**

8                           **(Violation of California Labor Code §§ 2800 and 2802)**

9                           **(Against ANTECH DIAGNOSTICS, INC., and DOES 1 through 100)**

10           92. Plaintiff incorporates by reference the allegations contained in  
11 paragraphs 1 through 91, and each and every part thereof with the same force and effect as  
12 though fully set forth herein.

13           93. Pursuant to California Labor Code sections 2800 and 2802, an employer  
14 must reimburse its employee for all necessary expenditures incurred by the employee in direct  
15 consequence of the discharge of his or her job duties or in direct consequence of his or her  
16 obedience to the directions of the employer.

17           94. Defendants have intentionally and willfully failed to reimburse Plaintiff  
18 and other class members for all necessary business-related expenses and costs. Plaintiff and  
19 other class members are entitled to recover from Defendants their business-related expenses and  
20 costs incurred during the course and scope of their employment, plus interest accrued from the  
21 date on which the employee incurred the necessary expenditures at the same rate as judgments  
22 in civil actions in the State of California.

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1 **EIGHT CAUSE OF ACTION**

2 **(Violation of Labor Code Section 2698, *et seq.* (“PAGA”))**

3 **(Against ANTECH DIAGNOSTICS, INC., and DOES 1 through 100)**

4 95. Plaintiff incorporates by reference the allegations contained in  
5 paragraphs 1 through 94, and each and every part thereof with the same force and effect as  
6 though fully set forth herein.

7 96. PAGA expressly establishes that any provision of the California Labor  
8 Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its  
9 departments, divisions, commissions, boards, agencies or employees for a violation of the  
10 California Labor Code, may be recovered through a civil action brought by an aggrieved  
11 employee on behalf of himself or herself, and other current or former employees.

12 97. On May 26, 2020, Plaintiff provided an initial written notice to the LWDA  
13 and Defendants of the specific provisions of the Labor Code she contends were violated, and the  
14 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference  
15 is a copy of the May 26, 2020 written notice to the LWDA. Plaintiff believes that on or about  
16 July 30, 2020, the sixty-five (65) days notice period expired as to all Defendants, and the LWDA  
17 did not take any action to investigate or prosecute this matter. Therefore, Plaintiff has exhausted  
18 the statutory time period to bring this action.

19 98. Plaintiff and the other hourly-paid or non-exempt employees are  
20 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current  
21 or former employees of Defendants who worked for Defendants at any time during the period  
22 from May 26, 2019 to the present, and one or more of the alleged violations was committed  
23 against them.

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1                                   **Failure to Pay Minimum and Overtime Wages**

2                   99.     At all times relevant herein, Defendants were required to compensate their  
3 non-exempt employees minimum wages for all hours worked and overtime wages for all hours  
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the  
5 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

6                   100.   As a pattern and practice, Defendants failed to compensate Plaintiff and  
7 other aggrieved current and former employees for all hours worked, resulting in a failure to pay  
8 all minimum wages and overtime wages, where applicable.

9                                   **Failure to Provide Meal Periods and Rest Breaks**

10                  101.   In accordance with the mandates of Labor Code §§ 226.7 and 512,  
11 Defendants were required to authorize and permit their non-exempt employees to take a 10-  
12 minute rest break for every four (4) hours worked or major fraction thereof, and were further  
13 required to provide their non-exempt employees with a 30-minute meal period for every five (5)  
14 hours worked.

15                  102.   As a pattern and practice, Defendants failed to provide Plaintiff and other  
16 aggrieved current and former employees with legally-mandated meal periods and rest breaks and  
17 failed to pay proper compensation for this failure.

18                                   **Failure to Timely Pay Wages During Employment**

19                  103.   At all times relevant herein, Defendants were required to pay their  
20 employees within a specified time period pursuant to the mandate of Labor Code § 204.

21                  104.   As a pattern and practice, Defendants failed to pay Plaintiff and other  
22 aggrieved current and former employees all wages due and owing them within the required time  
23 period.

24                                   **Failure to Timely Pay Wages Upon Termination**

25                  105.   At all times relevant herein, Defendants were required to pay their  
26 employees all wages owed in a timely fashion at the end of employment pursuant to California  
27 Labor Code §§ 201 to 204.

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1           106. As a result of Defendants' Labor Code violations alleged above,  
2 Defendants failed to pay Plaintiff and the other aggrieved former employees their final wages  
3 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to  
4 Labor Code § 203.

5                   **Failure to Provide Complete and Accurate Wage Statements**

6           107. At all times relevant herein, Defendants were required to keep *accurate*  
7 records regarding their California employees pursuant to the mandate of Labor Code §§ 226 and  
8 1174.

9           108. As a result of Defendants' various Labor Code violations, Defendants  
10 failed to keep accurate records regarding Plaintiff and other aggrieved current and former  
11 employees. For example, Defendants failed in their affirmative obligation to keep accurate  
12 records regarding Plaintiff and other aggrieved current and former employees' gross wages  
13 earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and  
14 the number of hours worked at each hourly rate.

15                   **Failure to Reimburse Business Expenses**

16           109. At all times relevant herein, Defendants were required to reimburse its  
17 employees for any and all necessary expenditures or losses incurred by the employees in direct  
18 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§  
19 2800 and 2802.

20           110. As a pattern and practice, Defendants regularly failed to pay Plaintiff and  
21 other aggrieved current and former employees all business expenses incurred and owing them  
22 within the required time period.

23                   **Penalties**

24           111. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on  
25 behalf of other current and former aggrieved employees, requests and is entitled to recover from  
26 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, against  
27 Defendants, and each of them, including but not limited to:

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1           112. Penalties under California Labor Code § 2699 in the amount of a hundred  
2 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two  
3 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent  
4 violation;

5           113. Penalties under California Code of Regulations Title 8 § 11040 in the  
6 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation,  
7 and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent  
8 violation;

9           114. Penalties under California Labor Code § 210 in addition to, and entirely  
10 independent and apart from, any other penalty provided in the California Labor Code in the  
11 amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial  
12 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each  
13 subsequent violation;

14           115. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars  
15 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred  
16 fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

17           116. An amount sufficient to recover unpaid wages under Labor Code § 558;

18           117. An amount sufficient to recover unpaid wages under Labor Code §  
19 1197.1;

20           118. Any and all additional penalties as provided by the Labor Code and/or  
21 other statutes; and

22           119. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699,  
23 and any other applicable statute.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

3 **(Against ANTECH DIAGNOSTICS, INC., and DOES 1 through 100)**

4 120. Plaintiff incorporates by reference the allegations contained in paragraphs  
5 1 through 119, and each and every part thereof with the same force and effect as though fully set  
6 forth herein.

7 121. Defendants' conduct, as alleged herein, has been, and continues to be  
8 unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and  
9 Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the  
10 public interest within the meaning of Code of Civil Procedure section 1021.5.

11 122. Defendants' activities as alleged herein are violations of California law,  
12 and constitute unlawful business acts and practices in violation of California Business &  
13 Professions Code section 17200, *et seq.*

14 123. A violation of California Business & Professions Code section 17200, *et*  
15 *seq.* may be predicated on the violation of any state or federal law. In this instant case,  
16 Defendants' pattern and practice of requiring Plaintiff and other class members work overtime  
17 hours without paying them proper compensation violate California Labor Code sections 510 and  
18 1198. Additionally, Defendants' pattern and practice of requiring Plaintiff and other class  
19 members, to work through their meal and rest periods without paying them proper compensation  
20 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' pattern and  
21 practice of failing to timely pay wages to Plaintiff and other class members violate California  
22 Labor Code sections 201 and 202. Defendants also violated California Labor Code sections  
23 226(a), 1194, 1197, 2800 and 2802.

24 124. As a result of the herein described violations of California law,  
25 Defendants unlawfully gained an unfair advantage over other businesses.

26 125. Plaintiff and other class members have been personally injured by  
27 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily  
28 limited to the loss of money and/or property.

1           126. Pursuant to California Business & Professions Code sections 17200, *et*  
2 *seq.*, Plaintiff and other class members are entitled to restitution of the wages withheld and  
3 retained by Defendants during a period that commences four years prior to the filing of this  
4 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section  
5 1021.5 and other applicable laws; and an award of costs.

6                           **DEMAND FOR JURY TRIAL**

7           Plaintiff, individually, and on behalf of other members of the general public similarly  
8 situated, requests a trial by jury.

9                           **PRAYER FOR RELIEF**

10           WHEREFORE, Plaintiff, individually and on behalf of all other members of the  
11 general public similarly situated, prays for relief and judgment against Defendants, jointly and  
12 severally, as follows:

13                           **Class Certification**

- 14   1.     That this action be certified as a class action;  
15   2.     That Plaintiff be appointed as representative of the Class;  
16   3.     That counsel for Plaintiff be appointed as Class Counsel; and  
17   4.     That Defendants provide to Class Counsel immediately the names and most current  
18         contact information (address, e-mail and telephone numbers) of all class members.

19                           **As to the First Cause of Action**

20           5.     That the Court declare, adjudge and decree that Defendants violated  
21 California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully  
22 failing to pay all overtime wages due to Plaintiff and the other class members;

23           6.     For general unpaid wages at overtime wage rates and such general and  
24 special damages as may be appropriate;

25           7.     For pre-judgment interest on any unpaid overtime compensation  
26 commencing from the date such amounts were due;

27           8.     For reasonable attorneys' fees and costs of suit incurred herein pursuant  
28 to California Labor Code section 1194; and

9. For such other and further relief as the court may deem just and proper.

**As to the Second Cause of Action**

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

27. For liquidated damages pursuant to California Labor Code section 1194.2; and

28. For such other and further relief as the court may deem just and proper.

**As to the Fifth Cause of Action**

29. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of the other class members no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the court may deem just and proper.

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**As to the Sixth Cause of Action**

34. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and other class members, and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

38. For such other and further relief as the court may deem just and proper.

**As to the Seventh Cause of Action**

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the court may deem just and proper.

**As to the Eighth Cause of Action**

45. Upon the Eighth Cause of Action, for civil penalties pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

1           46.     Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor  
2 Code §§ 210, 218.5, 1194, and 2699, and any other applicable statute; and

3           47.     For such other and further relief the court may deem just and proper.

4                     **As to the Ninth Cause of Action**

5           48.     That the Court declare, adjudge and decree that Defendants  
6 violated California Business and Professions Code sections 17200, et seq. by failing to provide  
7 Plaintiff and other class members all overtime compensation due to them, failing to provide all  
8 meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum  
9 wages to Plaintiff and the other class members, failing to pay Plaintiff's and other class members'  
10 wages timely as required by California Labor Code section 201, 202.

11           49.     For restitution of unpaid wages to Plaintiff and other class members and  
12 all pre-judgment interest from the day such amounts were due and payable;

13           50.     For the appointment of a receiver to receive, manage and distribute any  
14 and all funds disgorged from Defendants and determined to have been wrongfully acquired by  
15 Defendants as a result of violation of California Business and Professions Code sections 17200,  
16 et seq.;

17           51.     For reasonable attorneys' fees and costs of suit incurred herein pursuant  
18 to California Code of Civil Procedure section 1021.5;

19           52.     For injunctive relief to ensure compliance with this section, pursuant to  
20 California Business and Professions Code sections 17200, *et seq.*; and

21           53.     For such other and further relief as the court may deem just and proper.

22  
23 Dated: March 1, 2021

**JUSTICE LAW CORPORATION**

24  
25 By: 

Douglas Han  
Shunt Tatavos-Gharajeh  
Phillip Song  
Attorneys for Plaintiff

# **EXHIBIT 1**

May 26, 2020

**BY U.S. EMAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov  
State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**Re: ANTECH DIAGNOSTICS, INC.**

Dear Representative:

We have been retained to represent Kevin Lor against ANTECH DIAGNOSTICS, INC. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "ANTECH").

Mr. Lor is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Lor may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

ANTECH, LLC is a California corporation located at 12401 West Olympic Boulevard, Los Angeles, California 90064.

ANTECH employed Mr. Lor as an hourly-paid non-exempt Lab Assistant within one year of the date of this letter (until in or about September of 2019) in the State of California. ANTECH directly controlled the wages, hours and working conditions of Mr. Lor's employment.

The "aggrieved employees" that Mr. Lor may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of ANTECH within the State of California.

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<sup>1</sup> Mr. Lor does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Lor will amend this notice when the true names and capacities are known. Mr. Lor is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Lor and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

ANTECH failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Lor has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at ANTECH, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

ANTECH has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Lor and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. ANTECH failed to compensate Mr. Lor and the other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. ANTECH also failed to include non-discretionary bonuses and commissions in aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Lor and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, ANTECH routinely required Mr. Lor and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with ANTECH policies and expectations, and meet production goals. Further, ANTECH failed to authorize and permit Mr. Lor and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, ANTECH failed to compensate Mr. Lor and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires 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. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 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. During the relevant time period, ANTECH failed to pay Mr. Lor and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, ANTECH failed to pay Mr. Lor and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ANTECH did not provide Mr. Lor and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ANTECH were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Lor and other aggrieved employees, (2) total hours worked by Mr. Lor and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Lor and other aggrieved employees (4) all deductions for Mr. Lor and other aggrieved employees, (5) net wages earned by Mr. Lor and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Lor and other aggrieved employees are paid, (7) the name of the aggrieved employee and only 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 Mr. Lor and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Lor and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, ANTECH failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Lor and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ANTECH did not provide Mr. Lor and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ANTECH, including for purchasing personal protective equipment they were required to wear while working.

We believe that Mr. Lor and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Lor will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of ANTECH within one year of the date of this letter, as allowed by law.

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LWDA  
May 26, 2020  
Page 6 of 6

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only)**

Antech Diagnostics, Inc.  
c/o CSC - Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, California 95833  
*Agent for Service of Process for c/o Antech Diagnostics, Inc.*

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is [arivera@justicelawcorp.com](mailto:arivera@justicelawcorp.com)

On March 1, 2021, I served the foregoing document described as

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

for the following case: **Lor v. Antech Diagnostics, Inc.**  
LWDA/Court Case No.: **LWDA Case No.: CM- 791119-20**  
**Court Case No.: 34-2020-00282790**  
**Sacramento County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 1, 2021, at Pasadena, California.



Allana Rivera