

DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
TALIA LUX (SBN 336074)  
**JUSTICE LAW CORPORATION**  
751 N. Fair Oaks Ave., Suite 101  
Pasadena, California 91103  
Telephone: (818) 230-7502  
Facsimile: (818) 230-7259

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

GINA MASSENZO, 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.

BACHEM AMERICAS, INC., a California  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: 20TRCV00591

Honorable Gary Y. Tanaka  
Department B

**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.*

1 Plaintiff GINA MASSENZO ("Plaintiff") hereby submits her Complaint against  
2 Defendants BACHEM AMERICAS, INC. and DOES 1 through 100, inclusive; (collectively,  
3 "Defendants"), individually and on behalf of other members of the 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 Procedure  
8 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal  
9 jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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

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

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

25 **PARTIES**

26 6. Plaintiff GINA MASSENZO is an individual residing in the State of California.  
27 Plaintiff was employed by Defendants within the statutory time period.

28 ///

1           7.     Plaintiff is informed and believes and thereon alleges that Defendants are  
2 licensed to do business and actually doing business in the State of California, including the  
3 County of Los Angeles.

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

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

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

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

25                           **CLASS ACTION ALLEGATIONS**

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

1           2.     The proposed class is defined as follows:

2                 All persons who are employed or have been employed by Defendants in  
3                 California as “hourly employees” for the period June 9, 2017 through  
4                 present.

5           3.     Plaintiff reserves the right to establish subclasses as appropriate.

6           4.     The class is ascertainable and there is a well-defined community of  
7     interest in the litigation:

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

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

18               c. Adequacy: Plaintiff will fairly and adequately protect the interests  
19                of each class member, with whom she has a well-defined  
20                community of interest and typicality of claims, as demonstrated  
21                herein. Plaintiff has no interest that is antagonistic to the other  
22                class members. Plaintiff’s attorneys, the proposed class counsel, are  
23                versed in the rules governing class action discovery, certification,  
24                and settlement. Plaintiff has incurred, and during the pendency of  
25                this action will continue to incur, costs and attorneys’ fees, that  
26                have been, are, and will be necessarily expended for the  
27                prosecution of this action for the substantial benefit of each class  
28                member.

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

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

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

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

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

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

24                   d. Whether Defendants properly calculated the regular rate for  
25                   Plaintiff and the other class members to worked overtime and  
26                   earned incentive pay;

27                   e. Whether Defendants deprived Plaintiff and the other class members  
28                   of meal and/or rest periods or required Plaintiff and the other class

members to work during meal and/or rest periods without compensation;

f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;

g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;

h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;

i. Whether Defendants complied with wage reporting as required by the California Labor Code, including, inter alia, section 226;

j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

k. Whether Defendants' conduct was willful or reckless;

l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;

m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

### **GENERAL ALLEGATIONS**

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

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

1           **8.** Defendants had the authority to hire and terminate Plaintiff and the  
2 other class members; to set work rules and conditions governing Plaintiff's and other class  
3 members' employment; and to supervise their daily employment activities.

4           **9.** Defendants exercised sufficient authority over the terms and conditions  
5 of Plaintiff and the other class members' employment for them to be joint employers of  
6 Plaintiff and other class members.

7           **10.** Defendants directly hired and paid wages and benefits to Plaintiff and  
8 the other class members.

9           **11.** Defendants continue to employ hourly-paid or non-exempt employees  
10 within the State of California.

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

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

18           **14.** Plaintiff is informed and believes, and based thereon alleges, that  
19 Defendants knew or should have known that Plaintiff and other class members were entitled  
20 to receive certain wages for overtime compensation and that Plaintiff and other class  
21 members were not receiving wages for overtime compensation.

22           **15.** Plaintiff is informed and believes, and based thereon alleges, that  
23 Defendants failed to provide Plaintiff and other class members the required rest and meal  
24 periods during the relevant time period as required under the Industrial Welfare Commission  
25 Wage Orders and thus they are entitled to any and all applicable penalties.

26           **16.** Plaintiff is informed and believes, and based thereon alleges, that  
27 Defendants knew or should have known that Plaintiff and other class members were entitled  
28 to receive all timely and complete meal periods or payment of one additional hour of pay at

1 Plaintiff's and the other class members' regular rate of pay when a meal period was missed,  
2 late or interrupted, and that Plaintiff and other class members did not receive all timely and  
3 proper meal periods or payment of one additional hour of pay at their regular rate of pay  
4 when a meal period was missed.

5           **17.** 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 rest periods without interruption or payment of one additional hour of  
8 pay at Plaintiff and the other class members' regular rate of pay when a rest period was  
9 missed, late or interrupted, and that Plaintiff and other class members did not receive all rest  
10 periods or payment of one additional hour of pay at their regular rate of pay when a rest  
11 period was missed.

12           **18.** 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 at least minimum wages for compensation and that Plaintiff and other class  
15 members were not receiving at least minimum wages for all hours worked.

16           **19.** Plaintiff is informed and believes, and based thereon alleges, that  
17 Defendants knew or should have known that Plaintiff and other class members were entitled  
18 to receive the wages owed to them upon discharge or resignation, including overtime and  
19 minimum wages and meal and rest period premiums, and that Plaintiff and other class  
20 members did not, in fact, receive such wages owed to them at the time of their discharge or  
21 resignation.

22           **20.** Plaintiff is informed and believes, and based thereon alleges, that  
23 Defendants knew or should have known that Plaintiff and other class members were entitled  
24 to receive complete and accurate wage statements in accordance with California law, but, in  
25 fact, Plaintiff and other class members did not receive complete and accurate wage  
26 statements from Defendants. The deficiencies included, inter alia, the failure to include the  
27 total number of hours worked by Plaintiff and other class members.

28 ///

1           **21.** Plaintiff is informed and believes, and based thereon alleges, that  
2 Defendants knew or should have known that Plaintiff and the other class members were  
3 entitled to reimbursement for necessary business-related expenses and that Plaintiff and the  
4 other class members were not reimbursed for necessary business-related expenses.

5           **22.** Plaintiff is informed and believes, and based thereon alleges, that  
6 Defendants knew or should have known that Defendants had to keep complete and accurate  
7 payroll records for Plaintiff and other class members in accordance with California law, but,  
8 in fact, did not keep complete and accurate payroll records for Plaintiff and other class  
9 members.

10           **23.** Plaintiff is informed and believes, and based thereon alleges, that  
11 Defendants knew or should have known that they had a duty to compensate Plaintiff and  
12 other class members pursuant to California law, and that Defendants had the financial ability  
13 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and  
14 falsely represented to Plaintiff and other class members that they were properly denied  
15 wages, all in order to increase Defendants' profits.

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

20           **25.** As a pattern and practice, during the relevant time period set forth  
21 herein, Defendants failed to provide the requisite uninterrupted and timely meal and rest  
22 periods to Plaintiff and other class members.

23           **26.** As a pattern and practice, during the relevant time period set forth  
24 herein, Defendants failed to pay Plaintiff and other class members at least minimum wages  
25 for all hours worked.

26           **27.** As a pattern and practice, during the relevant time period set forth  
27 herein, Defendants failed to pay Plaintiff and other class members the wages owed to them  
28 upon discharge or resignation.

1           **28.** As a pattern and practice, during the relevant time period set forth  
2 herein, Defendants failed to provide complete or accurate wage statements to Plaintiff and  
3 other class members.

4           **29.** As a pattern and practice, during the relevant time period set forth  
5 herein, Defendants failed to keep complete or accurate payroll records for Plaintiff and other  
6 class members.

7           **30.** As a pattern and practice, during the relevant time period set forth  
8 herein, Defendants failed to properly compensate Plaintiff and other class members pursuant  
9 to California law in order to increase Defendants' profits.

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

13                           **FIRST CAUSE OF ACTION**

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

15                           **(Against BACHEM AMERICAS, INC., and DOES 1 through 100)**

16           **32.** Plaintiff incorporates by reference the allegations contained in  
17 Paragraphs 1 through 31, and each and every part thereof with the same force and effect as  
18 though fully set forth herein.

19           **33.** California Labor Code section 1198 and the applicable Industrial  
20 Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons  
21 without compensating them at a rate of pay either time-and-one-half or two-times that  
22 person's regular rate of pay, depending on the number of hours worked by the person on a  
23 daily or weekly basis.

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

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

5           **36.**     California Labor Code section 510 codifies the right to overtime  
6 compensation at one-and-one-half times the regular hourly rate for hours worked in excess of  
7 eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked  
8 on the seventh day of work, and overtime compensation at twice the regular hourly rate for  
9 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day  
10 on the seventh day of work.

11           **37.**     During the relevant time period set forth herein, Plaintiff and other  
12 class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40)  
13 hours in a week.

14           **38.**     As a pattern and practice, during the relevant time period set forth  
15 herein, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff  
16 and other class members.

17           **39.**     Defendants' pattern and practice of failing to pay Plaintiff and other  
18 class members the unpaid balance of overtime compensation, as required by California laws,  
19 violates the provisions of California Labor Code sections 510 and 1198, and is therefore  
20 unlawful.

21           **40.**     Pursuant to California Labor Code section 1194, Plaintiff and other  
22 class members are entitled to recover unpaid overtime compensation, as well as interest,  
23 costs, and attorneys' fees.

24                           **SECOND CAUSE OF ACTION**

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

26                   **(Against BACHEM AMERICAS, INC., and DOES 1 through 100)**

27           **41.**     Plaintiff incorporates by reference the allegations contained in  
28 paragraphs 1 through 40, and each and every part thereof with the same force and effect as

1 though fully set forth herein.

2           **42.** During the relevant time period set forth herein, the IWC Order and  
3 California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and other  
4 class members' employment by Defendants.

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

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

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

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

27 ///

28 ///

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

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

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

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

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

22           **52.** Defendants' conduct violates applicable IWC Wage Order and  
23 California Labor Code sections 226.7 and 512(a).

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

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

## 2

## 3

4  
5  
6

7  
8  
9

0  
1  
2

3  
4  
5  
6  
7  
8

9  
0  
1  
2

3  
4  
5  
6

78

premium due pursuant to California Labor Code section 226.7.

**61.** Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

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

#### **FOURTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 1194, 1197 and 1197.1)**

**(Against BACHEM AMERICAS, INC., and DOES 1 through 100)**

**63.** Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 62 and each and every part thereof with the same force and effect as though fully set forth herein.

**64.** During the relevant time period set forth herein, California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

**65.** As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff and other class members as required, pursuant to California Labor Code sections 1194, 1197 and 1197.1.

**66.** Defendants' failure to pay Plaintiff and other class members the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

**67.** Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each

1 employee minimum wage.

2           **68.** Pursuant to California Labor Code section 1194.2, Plaintiff and other  
3 class members are entitled to recover liquidated damages in an amount equal to the wages  
4 unlawfully unpaid and interest thereon.

5                           **FIFTH CAUSE OF ACTION**

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

7                           **(Against BACHEM AMERICAS, INC., and DOES 1 through 100)**

8           **69.** Plaintiff incorporates by reference the allegations contained in  
9 paragraphs 1 through 68, and each and every part thereof with the same force and effect as  
10 though fully set forth herein.

11           **70.** During the relevant time period set forth herein, California Labor Code  
12 sections 201 and 202 provide that if an employer discharges an employee, the wages earned  
13 and unpaid at the time of discharge are due and payable immediately, and if an employee  
14 quits his or her employment, his or her wages shall become due and payable not later than  
15 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours  
16 notice of his or her intention to quit, in which case the employee is entitled to his or her  
17 wages at the time of quitting.

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

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

26           **73.** California Labor Code section 203 provides that if an employer  
27 willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages  
28 of the employee shall continue as a penalty from the due date thereof at the same rate until

1 paid or until an action is commenced; but the wages shall not continue for more than thirty  
2 (30) days.

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

6                           **SIXTH CAUSE OF ACTION**

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

8                           **(Against BACHEM AMERICAS, INC., and DOES 1 through 100)**

9           **75.** Plaintiff incorporates by reference the allegations contained in  
10 paragraphs 1 through 74, and each and every part thereof with the same force and effect as  
11 though fully set forth herein.

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

26           **77.** As a pattern and practice, Defendants have intentionally and willfully  
27 failed to provide Plaintiff and other class members with complete and accurate wage  
28 statements. The deficiencies include but are not limited to: the failure to include the total

number of hours worked by Plaintiff and other class members.

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

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

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

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

#### **SEVENTH CAUSE OF ACTION**

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

##### **(Against BACHEM AMERICAS, INC., and DOES 1 through 100)**

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. Pursuant to California Labor Code sections 2800 and 2802, an employer must 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.

84. Defendants have intentionally and willfully failed to reimburse Plaintiff and other class members for all necessary business-related expenses and costs. Plaintiff and other class members are entitled to recover from Defendants their business-related expenses

1 and costs incurred during the course and scope of their employment, plus interest accrued from  
2 the date on which the employee incurred the necessary expenditures at the same rate as  
3 judgments in civil actions in the State of California.

#### 4 **EIGHTH CAUSE OF ACTION**

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

##### 6 **(Against BACHEM AMERICAS, INC., and DOES 1 through 100)**

7 **85.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through  
8 84 as though fully set forth herein.

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

14 **87.** On June 9, 2020, Plaintiff Massenzo provided written notice to the  
15 LWDA and Defendants of the specific provisions of the Labor Code she contends were  
16 violated, and the theories supporting her contentions. Attached hereto as **Exhibit 1** and  
17 incorporated by reference is a copy of the written notice to the LWDA. Plaintiff believes that  
18 on or about August 13, 2020, the sixty-five (65) day notice period expired, and the LWDA did  
19 not take any action to investigate or prosecute this matter. Therefore, Plaintiff has exhausted  
20 her administrative remedies.

21 **88.** Plaintiff and the other hourly-paid or non-exempt employees are  
22 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all  
23 current or former employees (whether hired directly or through a staffing agency or labor  
24 contractor) of Defendants who worked for Defendants at any time during the period from June  
25 9, 2019 to the present, and one or more of the alleged violations was committed against them.

##### 26 **Failure to Pay Minimum and Overtime Wages**

27 **89.** At all times relevant herein, Defendants were required to compensate  
28 their non-exempt employees minimum wages for all hours worked and overtime wages for all

1 hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant  
2 to the mandate of Labor Code §§ 510, 1194, 1197, and 1198.

3           **90.** As a policy and practice, Defendants failed to compensate Plaintiff and  
4 the other aggrieved current and former employees for all hours worked, resulting in failure to  
5 pay all minimum wages and overtime wages, where applicable.

6           **91.** As a policy 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           **92.** As a policy and practice, Defendants failed to include non-discretionary  
10 bonuses and incentives in aggrieved employees' regular rate for purposes of overtime  
11 compensation.

12           **93.** As a policy and practice, Defendants automatically deducted meal  
13 breaks from aggrieved employees' pay regardless of whether they were provided with breaks.

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

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

20           **95.** As a pattern and practice, Defendants failed to provide Plaintiff and  
21 other aggrieved current and former employees with legally-mandated meal periods and rest  
22 breaks and failed to pay proper compensation for this failure.

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

24           **96.** At all times relevant herein, Defendants were required to pay their  
25 employees within a specified time period pursuant to the mandate of Labor Code § 204.

26           **97.** As a pattern and practice, Defendants failed to pay Plaintiff and other  
27 aggrieved current and former employees all wages due and owing them within the required  
28 time period.

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

2                   **98.**     At all times relevant herein, Defendants were required to pay their  
3 employees all wages owed in a timely fashion at the end of employment pursuant to California  
4 Labor Code §§ 201 to 204.

5                   **99.**     As a result of Defendants' Labor Code violations alleged above,  
6 Defendants failed to pay Plaintiff and the other aggrieved former employees their final wages  
7 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to  
8 Labor Code § 203.

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

10                  **100.**    At all times relevant herein, Defendants were required to keep *accurate*  
11 records regarding their California employees pursuant to the mandate of Labor Code §§ 226  
12 and 1174.

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

19                                  **Failure to Reimburse Business Expenses**

20                  **102.**    At all times relevant herein, Defendants were required to reimburse their  
21 employees for any and all necessary expenditures or losses incurred by the employees in direct  
22 consequences of the discharge or their duties pursuant to the mandate of Labor Code §§ 2800  
23 and 2802.

24                  **103.**    As a pattern and practice, Defendants failed to pay Plaintiff and other  
25 aggrieved current and former employees all business expenses incurred and owing them within  
26 the required time period.

27     ///

28     ///

**Penalties**

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

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

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

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

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

**109.** An amount sufficient to recover unpaid wages under Labor Code § 558;

**110.** An amount sufficient to recover unpaid wages under Labor Code § 1197.1;

**111.** Any and all additional penalties as provided by the Labor Code and/or other statutes; and

**112.** Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any other applicable statute.

**NINTH CAUSE OF ACTION**

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

**(Against BACHEM AMERICAS, INC. and DOES 1 through 100)**

**113.** Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

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

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

6                                   **PRAYER FOR RELIEF**

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

10                                  **Class Certification**

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

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

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

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

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

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

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

27                                  **As to the Second Cause of Action**

28               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 statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

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

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

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

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

**As to the Fifth Cause of Action**

30. 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;

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

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

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

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

1                                   **As to the Sixth Cause of Action**

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

6                   36.     For actual, consequential and incidental losses and damages, according  
7 to proof;

8                   37.     For statutory penalties pursuant to California Labor Code section  
9 226(e);

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

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

13                                   **As to the Seventh Cause of Action**

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

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

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

21                  43.     For punitive damages and/or exemplary damages according to proof at  
22 trial;

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

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

25                                   **As to the Eighth Cause of Action**

26                  46.     Upon the Eighth Cause of Action, for civil penalties pursuant to statute as  
27 set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202,  
28 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,

1 1197.1, 1198, 2800 and 2802.

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

4 48. For such other and further relief the court may deem just and proper.

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

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

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

14 51. For the appointment of a receiver to receive, manage and distribute any  
15 and all funds disgorged from Defendants and determined to have been wrongfully acquired by  
16 Defendants as a result of violation of California Business and Professions Code sections  
17 17200, et seq.;

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

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

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

23 Dated: June 29, 2021

**JUSTICE LAW CORPORATION**

24  
25  
26 By: 

Douglas Han  
Shunt Tatavos-Gharajeh  
Talia Lux  
Attorneys for Plaintiff

# **EXHIBIT 1**

June 9, 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: BACHEM AMERICAS, INC.**

Dear Representative:

We have been retained to represent Gina Massenzo against Bachem Americas, 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 "BACHEM").

Ms. Massenzo is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Massenzo 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.

Bachem Americas, Inc. is a California corporation located at 3132 Kashiwa Street, Los Angeles, California 90505.

BACHEM employed Ms. Massenzo as an hourly-paid non-exempt Research Sales Representative within one year of the date of this letter (until in or about September of 2019) in the State of California. Elwood Staffing placed Ms. Massenzo at Bachem Americas, Inc. BACHEM directly controlled the wages, hours and working conditions of Ms. Massenzo's employment. BACHEM's Senior Director of Research Chemicals Sales, Loubna Kerkeb supervised Ms. Massenzo's work.

---

<sup>1</sup> Ms. Massenzo 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. Ms. Massenzo will amend this notice when the true names and capacities are known. Ms. Massenzo is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Massenzo and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA

June 9, 2020

Page 2 of 6

The “aggrieved employees” that Ms. Massenzo 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 BACHEM within the State of California.

BACHEM 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, Ms. Massenzo has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at BACHEM, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

BACHEM 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, Ms. Massenzo and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. BACHEM failed to compensate Ms. Massenzo and the other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. BACHEM also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Ms. Massenzo 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, BACHEM routinely required Ms. Massenzo and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with BACHEM policies and expectations, and meet customer service goals. Further, BACHEM failed to authorize and permit 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, BACHEM failed to compensate Ms. Massenzo 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, BACHEM failed to pay Ms. Massenzo 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, BACHEM failed to pay Ms. Massenzo and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

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, BACHEM did not provide Ms. Massenzo and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from BACHEM 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 Ms. Massenzo and other aggrieved employees, (2) total hours worked by Ms. Massenzo and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Massenzo and other aggrieved employees (4) all deductions for Ms. Massenzo and other aggrieved employees, (5) net wages earned by Ms. Massenzo and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Massenzo 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 Ms. Massenzo 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. Ms. Massenzo 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, BACHEM failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Massenzo and other aggrieved employees.

LWDA

June 9, 2020

Page 5 of 6

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, BACHEM did not provide Ms. Massenzo 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 BACHEM.

We believe that Ms. Massenzo 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.

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

///

///

LWDA

June 9, 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)**

Michael Brenk  
c/o Bachem Americas, Inc.  
3132 Kashiwa Street  
Torrance, California 90505  
*Agent for Service of Process for Bachem Americas, Inc.*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 fgonzalez@justicelawcorp.com

On June 29, 2021, I served the foregoing document described as

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

for the following case: **Massenzo v. Bachem Americas, Inc.**  
LWDA/Court Case No.: **LWDA Case No.: CM-792886-20**  
**Court Case No.: 20TRCV00591**  
**Los Angeles 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

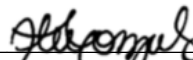
**[X] BY ELECTRONIC SUBMISSION**

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 June 29, 2021, at Pasadena, California.

  
\_\_\_\_\_  
Flor Gonzalez