

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
TALIA LUX (SBN 336074)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259
Attorneys for Plaintiffs

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Vanessa Sezenol, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ZAID HASSAN, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

WESTPAC LABS, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 37-2021-00008722-CU-OE-CTL

Honorable James A. Mangione
Department C-75

**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 California Labor Code §§ 2698 *et seq.* (Private Attorneys General Act of 2004); and
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs ZAID HASSAN and REBECCA CUMMINS (“Plaintiffs,” “Plaintiff Hassan,” and “Plaintiff Cummins”), 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”), and allege as follows:

JURISDICTION AND VENUE

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

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

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of San Diego. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California, County of San Diego. Defendants employed Plaintiffs within the State of California, County of San Diego.

PARTIES

5. Plaintiff Hassan is an individual residing in the State of California, County of San Diego.

6. Plaintiff Cummins is an individual residing in the State of California, County of Palm Springs.

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1 7. Defendant WESTPAC LABS, INC., at all times herein mentioned, was and is,
2 upon information and belief, a California corporation, and at all times herein mentioned, was
3 and is, an employer whose employees are engaged throughout the State of California,
4 including the County of San Diego.

5 8. At all relevant times, Defendants WESTPAC LABS, INC. was the “employer”
6 of Plaintiffs within the meaning of all applicable California laws and statutes.

7 9. At all times herein relevant, Defendants WESTPAC LABS, INC. and DOES 1
8 through 100, and each of them, were the agents, partners, joint venturers, joint employers,
9 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each
10 of the other, and at all times relevant hereto were acting within the course and scope of their
11 authority as such agents, partners, joint venturers, joint employers, representatives, servants,
12 employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein
13 were duly committed with the ratification, knowledge, permission, encouragement,
14 authorization, and consent of each defendant designated herein.

15 10. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue
17 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
18 that information and belief allege, that each of the Defendants designated as a DOE is legally
19 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
20 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
21 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
22 capacities when the same have been ascertained.

23 11. Defendants WESTPAC LABS, INC. and DOES 1 through 100 will hereinafter
24 collectively be referred to as “Defendants.”

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

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on their 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.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from February 26, 2020, through June 28, 2022 or the date of preliminary approval, whichever date is earlier.

15. Plaintiffs reserve the right to establish subclasses as appropriate.

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

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 Plaintiffs at this time; however, the class is estimated to be greater than one thousand (1,000) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

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

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

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

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

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

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

18 a. Whether Defendants' failure to pay wages, without abatement or
19 reduction, in accordance with the Labor Code, was 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, missed
22 meal periods and rest breaks in violation of California law;

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

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

25 **GENERAL ALLEGATIONS**

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

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1 19. Defendants, jointly and severally, employed Plaintiff Hassan as an hourly-paid
2 non-exempt employee from May of 2019 to April of 2020 in the State of California, County of
3 San Diego.

4 20. Defendants, jointly and severally employed Plaintiff Cummins as an hourly-paid
5 non-exempt employee from September 2018 to February 2022 in the State of California,
6 County of Palm Springs.

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

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

13 23. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
14 class members.

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

17 25. Plaintiffs and the 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 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
21 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
22 to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of
23 California law.

24 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs and the other class members were entitled to receive
26 certain wages for overtime compensation and that Plaintiffs and the other class members were
27 not receiving wages for overtime compensation.

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

5 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members were entitled to receive
7 all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs'
8 and the other class members' regular rate of pay when a meal period was missed, late, or
9 interrupted, and that Plaintiffs and the 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, late, or interrupted.

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

19 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other class members were entitled to receive
21 at least minimum wages for compensation and that Plaintiffs and the other class members were
22 not receiving at least minimum wages for all hours worked.

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

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1 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact,
4 Plaintiffs and the 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 Plaintiffs and the other class members.

7 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other class members were entitled to
9 reimbursement for necessary business-related expenses.

10 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Defendants had to keep complete and accurate payroll records
12 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
13 not keep complete and accurate payroll records for Plaintiffs and the other class members.

14 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiffs and the other class
16 members pursuant to California law, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
18 represented to Plaintiffs and the other class members that they were properly denied wages, all
19 to increase Defendants' profits.

20 37. During the relevant time period set forth herein, Defendants failed to pay
21 overtime wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and
22 other class members were required to work more than eight (8) hours per day and/or forty (40)
23 hours per week without overtime compensation.

24 38. During the relevant time period set forth herein, Defendants failed to provide the
25 requisite uninterrupted and timely meal and rest periods to Plaintiffs and the other class
26 members.

27 39. During the relevant time period set forth herein, Defendants failed to pay
28 Plaintiffs and the other class members at least minimum wages for all hours worked.

40. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members the wages owed to them upon discharge or resignation.

41. During the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

42. During the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

43. During the relevant time period set forth herein, Defendants failed to pay all sick pay due in accordance with Labor Code section 246.

44. During the relevant time period set forth herein, Defendants failed to consistently provide one day of rest after six consecutive days of work in accordance with Labor Code sections 551 and 552.

45. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

46. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

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

(Against WESTPAC LABS, INC. and DOES 1 through 100)

47. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 46, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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1 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
2 were required to pay Plaintiffs and the other class members employed by Defendants, who
3 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
4 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
5 than forty (40) hours in a workweek.

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

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

14 52. During the relevant time period set forth herein, Plaintiffs and the other class
15 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
16 week.

17 53. During the relevant time period set forth herein, Defendants intentionally and
18 willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

19 54. Defendants' failure to pay Plaintiffs and the other class members the unpaid
20 balance of overtime compensation, as required by California laws, violates the provisions of
21 Labor Code sections 510 and 1198, and is therefore unlawful.

22 55. Pursuant to Labor Code section 1194, Plaintiffs and the other class members are
23 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'
24 fees.

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SECOND CAUSE OF ACTION

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

(Against WESTPAC LABS, INC. and DOES 1 through 100)

56. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 55, and each and every part thereof with the same force and effect as though fully set forth herein.

57. During the relevant time period set forth herein, the IWC Order and Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

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

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

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

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1 61. During the relevant time period set forth herein, Plaintiffs and the other class
2 members who were scheduled to work for a period of time no longer than six (6) hours, and
3 who did not waive their legally-mandated meal periods by mutual consent, were required to
4 work for periods longer than five (5) hours without an uninterrupted meal period of not less
5 than thirty (30) minutes and/or without a rest period.

6 62. During the relevant time period set forth herein, Plaintiffs and the other class
7 members who were scheduled to work for a period of time no longer than twelve (12) hours,
8 and who did not waive their legally-mandated meal periods by mutual consent, were required
9 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
10 than thirty (30) minutes and/or without a rest period.

11 63. During the relevant time period set forth herein, Plaintiffs and the other class
12 members who were scheduled to work for a period of time in excess of six (6) hours were
13 required to work for periods longer than five (5) hours without an uninterrupted meal period of
14 not less than thirty (30) minutes and/or without a rest period.

15 64. During the relevant time period set forth herein, Plaintiffs and the other class
16 members who were scheduled to work for a period of time in excess of twelve (12) hours were
17 required to work for periods longer than ten (10) hours without an uninterrupted meal period of
18 not less than thirty (30) minutes and/or without a rest period.

19 65. During the relevant time period set forth herein, Defendants intentionally and
20 willfully required Plaintiffs and the other class members to work during meal periods and
21 failed to compensate Plaintiffs and the other class members the full meal period premium for
22 work performed during meal periods.

23 66. During the relevant time period set forth herein, Defendants failed to pay
24 Plaintiffs and the other class members the full meal period premium due pursuant to Labor
25 Code section 226.7.

26 67. Defendants' conduct violates applicable IWC Wage Order and Labor Code
27 sections 226.7 and 512(a).

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68. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b), Plaintiffs and the 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 WESTPAC LABS, INC. and DOES 1 through 100)

69. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

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

71. During the relevant time period set forth herein, 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.

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

73. During the relevant time period set forth herein, Defendants required Plaintiffs and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

74. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

75. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to Labor Code section 226.7.

76. Defendants' conduct violates applicable IWC Wage Orders and Labor Code section 226.7.

77. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(b), Plaintiffs 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 and 1197)

(Against WESTPAC LABS, INC. and DOES 1 through 100)

78. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 77 and each and every part thereof with the same force and effect as though fully set forth herein.

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

80. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiffs and the other class members as required, pursuant to Labor Code sections 1194 and 1197.

81. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiffs 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.

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82. Pursuant to Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

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

(Against WESTPAC LABS, INC. and DOES 1 through 100)

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

84. During the relevant time period set forth herein, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

85. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

86. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code sections 201 and 202.

87. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

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

4 **SIXTH CAUSE OF ACTION**

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

6 **(Against WESTPAC LABS, INC. and DOES 1 through 100)**

7 89. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
8 through 88, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

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

24 91. Defendants have intentionally and willfully failed to provide Plaintiffs and the
25 other class members with complete and accurate wage statements. The deficiencies include but
26 are not limited to: the failure to include the total number of hours worked by Plaintiffs and
27 other class members.

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1 92. As a result of Defendants' violation of Labor Code section 226(a), Plaintiffs and
2 the other class members have suffered injury and damage to their statutorily protected rights.

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

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

10 **SEVENTH CAUSE OF ACTION**

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

12 **(Against WESTPAC LABS, INC. and DOES 1 through 100)**

13 95. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
14 through 94, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

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

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

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1 **EIGHTH CAUSE OF ACTION**

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

3 **(Against WESTPAC LABS, INC. and DOES 1 through 100)**

4 98. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
5 through 97, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

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

12 100. On February 26, 2021, Plaintiff Hassan provided written notice to the LWDA and
13 Defendants of the specific provisions of the Labor Code he contends were violated, and the
14 theories supporting his contentions. Plaintiff Hassan believes that on May 3, 2021, the 65-day
15 notice period expired, and the LWDA did not take any action. Attached hereto as **Exhibit 1** and
16 incorporated by reference is a copy of the written notice to the LWDA. Therefore, Plaintiff
17 Hassan exhausted the statutory time period to bring this action.

18 101. Plaintiff Hassan and the other hourly-paid or non-exempt employees are
19 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all current and
20 former hourly-paid or non-exempt employees of Defendants within the State of California at any
21 time during the period from February 26, 2020, through June 28, 2022 or the date of preliminary
22 approval, whichever date is earlier, and one or more of the alleged violations was committed
23 against them.

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

25 102. At all times relevant herein, Defendants were required to compensate their non-
26 exempt employees minimum wages for all hours worked and overtime wages for all hours
27 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
28 mandate of Labor Code sections 510, 1194, 1197, and 1198.

1 103. As a policy and practice, Defendants failed to compensate Plaintiffs and other
2 aggrieved current and former employees for all hours worked, resulting in a failure to pay all
3 minimum wages and overtime wages, where applicable.

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

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

10 105. As a policy and practice, Defendants failed to provide Plaintiffs and other
11 aggrieved current and former employees with legally-mandated meal periods and rest breaks
12 and failed to pay proper compensation for this failure.

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

14 106. At all times relevant herein, Defendants were required to pay their employees
15 within a specified time period pursuant to the mandate of Labor Code section 204.

16 107. As a policy and practice, Defendants failed to pay Plaintiffs and other aggrieved
17 current and former employees all wages due and owing them within the required time period.

18 **Failure to Timely Pay All Wages Due Upon Termination**

19 108. At all times relevant herein, Defendants were required to pay their employees all
20 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
21 to 204.

22 109. As a result of Defendants' Labor Code violations alleged above, Defendants
23 failed to pay Plaintiffs and the other aggrieved former employees their final wages pursuant to
24 Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor
25 Code section 203.

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

27 110. At all times relevant herein, Defendants were required to keep *accurate* records
28 regarding their California employees pursuant Labor Code sections 226 and 1174.

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

Failure to Reimburse Business Expenses

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

113. As a policy and practice, Defendants failed to pay Plaintiffs and other aggrieved current and former employees all business expenses incurred and owing them within the required time period.

Failure to Provide One Day of Rest

114. At all times relevant herein, Defendants were required to provide its employees with one day's rest therefrom in seven and not cause their employees to work more than six days in seven pursuant to Labor Code section 551 and 552.

115. As a policy and practice, Defendants failed to pay Plaintiffs and other aggrieved current and former employees a day of rest after six consecutive days of work pursuant to Labor Code sections 551 and 552.

Failure to Pay All Sick Pay Due

116. At all times relevant herein, pursuant to Labor Code section 246(l), Defendants were required to provide its employees with paid sick leave of not less than one hour per every thirty hours worked, which was required to be paid at the regular rate of pay for the workweek in which the employee uses paid sick leave or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in full pay periods of the prior 90 days of employment.

1 117. As a policy and practice, Defendants failed to pay Plaintiffs and other aggrieved
2 current and former employees at the employee's regular rate of pay or at a rate calculated by
3 dividing the employee's total hours worked in the full pay periods of the prior 90 days of
4 employment, pursuant to Labor Code section 246(l).

5 **Unlawfully Withholding Wages**

6 118. At all times relevant herein, Defendants unlawfully collected or received wages
7 theretofore paid by Defendants to Plaintiffs and other aggrieved current and former employees
8 within the required time period, pursuant to Labor Code section 221.

9 **Penalties**

10 119. Pursuant to Labor Code section 2699, Plaintiffs, individually, and on behalf of
11 other current and former aggrieved employees, request and are entitled to recover from
12 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant,
13 including but not limited to:

- 14 a. Penalties under Labor Code section 2699 in the amount of a hundred
15 dollars (\$100) for each aggrieved employee per pay period for the initial
16 violation, and two hundred dollars (\$200) for each aggrieved employee
17 per pay period for each subsequent violation;
- 18 b. Penalties under Code of Regulations Title 8 section 11040 in the amount
19 of fifty dollars (\$50) for each aggrieved employee per pay period for the
20 initial violation, and one hundred dollars (\$100) for each aggrieved
21 employee per pay period for each subsequent violation;
- 22 c. Penalties under Labor Code section 210 in addition to, and entirely
23 independent and apart from, any other penalty provided in the Labor
24 Code in the amount of a hundred dollars (\$100) for each aggrieved
25 employee per pay period for the initial violation, and two hundred dollars
26 (\$200) for each aggrieved employee per pay period for each subsequent
27 violation;

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1 d. Any and all additional penalties as provided by the Labor Code and/or
2 other statutes, including but not limited to, 203, 210, 226(e), 226.3, 558,
3 and 1197.1; and

4 e. Attorneys' fees and costs pursuant to Labor Code sections 218.5, 210,
5 1194, and 2699, and any other applicable statute.

6 **NINTH CAUSE OF ACTION**

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

8 **(Against WESTPAC LABS, INC. and DOES 1 through 100)**

9 120. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
10 through 119, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 121. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
13 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
14 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
15 interest within the meaning of Code of Civil Procedure section 1021.5.

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

19 123. A violation of Business & Professions Code section 17200, *et seq.* may be
20 predicated on the violation of any state or federal law. In this instant case, Defendants' policy
21 and practice of requiring Plaintiffs and the other class members work overtime hours without
22 paying them proper compensation violate Labor Code sections 510 and 1198. Additionally,
23 Defendants' policy and practice of requiring Plaintiffs and the other class members, to work
24 through their meal and rest periods without paying them proper compensation violate Labor
25 Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely
26 pay wages to Plaintiffs and the other class members violate Labor Code sections 201 through
27 204. Defendants also violated Labor Code sections 221, 226(a), 246, 551, 552, 1174, 1194,
28 1197, 1197.1, 2800, and 2802, and the IWC Wage Orders.

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

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

6 126. Pursuant to Business & Professions Code section 17200, *et seq.*, Plaintiffs and
7 the other class members are entitled to restitution of the wages withheld and retained by
8 Defendants during a period that commences four years prior to the filing of this Complaint; an
9 award of attorneys' fees pursuant to Code of Civil procedure section 1021.5 and other
10 applicable laws; and an award of costs.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs, individually, and on behalf of other members of the general public similarly
13 situated, request a trial by jury.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs, individually, on behalf of all other members of the general
16 public similarly situated, and on behalf of aggrieved employees pursuant to PAGA, pray for
17 relief and judgment against Defendants, jointly and severally, as follows:

18 **Class Certification**

- 19 1. That this action be certified as a class action;
20 2. That Plaintiffs be appointed as representatives of the Class;
21 3. That counsel for Plaintiffs be appointed as Class Counsel; and
22 4. That Defendants provide to Class Counsel immediately the names and most
23 current contact information (address, email, and telephone numbers) of all class members.

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

- 25 5. That the Court declare, adjudge, and decree that Defendants violated Labor
26 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
27 overtime wages due to Plaintiffs and the other class members;

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

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

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to 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 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 Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs 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 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 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs 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;

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

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

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

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

7 **As to the Fourth Cause of Action**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 44. Upon the Eight Cause of Action, for civil penalties pursuant to statute as set
26 forth in Labor Code sections 2698 *et seq.*, for Defendants' violations of Labor Code sections
27 201, 202, 203, 204, 218.5, 221, 246, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d),
28 1194, 1197, 1197.1, 1198, 2800, and 2802.

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

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

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

5 47. That the Court declare, adjudge, and decree that Defendants violated Business
6 and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the other class
7 members all overtime compensation due to them, failing to provide all meal and rest periods to
8 Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and
9 the other class members, failing to pay Plaintiffs and the other class members' wages timely as
10 required by Labor Code section 201 through 204

11 48. That the Court also declare, adjudge, and decree that Defendants violated
12 Business and Professions Code sections 17200, *et seq.* by violating Labor Code sections 221,
13 226(a), 246, 551, 552, 1174, 1194, 1197, 1197.1, 2800, and 2802, and the IWC Wage Orders.

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

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

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

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

22 Dated: June 22, 2022

JUSTICE LAW CORPORATION

23
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25 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Talia Lux
Haig Hogdanian
Attorneys for Plaintiffs

EXHIBIT 1

February 26, 2021

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: WESTPAC LABS, INC.

Dear Representative:

We have been retained to represent Zaid Hassan against WestPac Labs, 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 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "WESTPAC").

Mr. Hassan 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. Hassan 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.

Westpac Labs, Inc. is a California corporation located at 10200 Pioneer Blvd., Ste. 500, Sante Fe Springs, California 90670.

WESTPAC employed Mr. Hassan as an hourly-paid non-exempt Phlebotomist within one year of the date of this letter (until in or around April of 2020²) in the State of California. WESTPAC directly controlled the wages, hours and working conditions of Mr. Hassan and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

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

² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Hassan's PAGA cause of action is tolled.

The “aggrieved employees” that Mr. Hassan may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of WESTPAC within the State of California.

WESTPAC 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. Hassan has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at WESTPAC, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

WESTPAC 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, 246, 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. Hassan and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. WESTPAC failed to compensate Mr. Hassan and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, responding to text and emails directing them to the jobsite, travel time to and from the jobsite and work performed during meal breaks. WESTPAC also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Moreover, WESTPAC maintained a rounding policy that had a net negative effect on aggrieved employees’ time and pay. Lastly, WESTPAC automatically deducted meal breaks from Mr. Hassan and other aggrieved employees’ time regardless they were provided with the breaks. Therefore, Mr. Hassan 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 section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, WESTPAC failed to pay Mr. Hassan and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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, WESTPAC routinely required Mr. Hassan and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with WESTPAC's policies and expectations. Additionally, WESTPAC failed to adequately staff its facilities and provide coverage to Mr. Hassan and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, WESTPAC failed to authorize and permit Mr. Hassan 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, WESTPAC failed to compensate Mr. Hassan and other aggrieved employees all the premium wages they were owed.

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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, WESTPAC failed to pay Mr. Hassan and other aggrieved employees all wages, including for uncompensated off-the-clock work, maintaining an illegal rounding policy, unpaid overtime premiums 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, WESTPAC failed to pay Mr. Hassan and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, maintaining an illegal rounding policy, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks 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, WESTPAC did not provide Mr. Hassan and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from WESTPAC 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. Hassan and other aggrieved employees, (2) total hours worked by Mr. Hassan and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Hassan and other aggrieved employees (4) all deductions for Mr. Hassan and other aggrieved employees, (5) net wages earned by Mr. Hassan and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Hassan 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. Hassan 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. Hassan 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, WESTPAC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Hassan 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, WESTPAC did not provide Mr. Hassan 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, responding to text and emails directing them to the jobsite, travel time to and from the jobsite, and work performed during meal breaks, as well as automatically deducting meal breaks and maintaining an illegal rounding policy.

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, Mr. Hassan and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by WESTPAC, including for using their personal cellular phones to communicate with management, receive assignments and record time, and for purchasing uniforms they were required to wear while working, such as scrubs and appropriate footwear.

We believe that Mr. Hassan and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties 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, 246, 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. Hassan will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of WESTPAC within one year of the date of this letter, as allowed by law.

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LWDA

February 26, 2021

Page 7 of 7

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):

WestPac Labs, Inc.
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833
Agent for Service of Process for WestPac Labs, 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 Ave., Ste. 101 Pasadena, California 91103. My electronic service address is fgonzalez@justicelawcorp.com

On July 1, 22, I served the foregoing document described as

for the following case: **Hassan v. WestPac Labs, Inc.**
LWDA/Court Case No.: **LWDA-CM-823011-21**
37-2021-00020091-CU-OE-CTL
San Diego 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 July 1, 2022, at Pasadena, California.



Flor Gonzalez