

1 Robert Drexler (SBN 119119)
2 Robert.Drexler@CapstoneLawyers.com
3 Molly DeSario (SBN 230763)
4 Molly.DeSario@CapstoneLawyers.com
5 Jonathan Lee (SBN 267146)
6 Jonathan.Lee@CapstoneLawyers.com
7 Capstone Law APC
8 1875 Century Park East, Suite 1000
9 Los Angeles, California 90067
10 Telephone: (310) 556-4811
11 Facsimile: (310) 943-0396

12 Attorneys for Plaintiff Juan Medina

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

JUAN MEDINA, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

BIO-RAD LABORATORIES, INC., a
Delaware corporation; BIO-RAD
LABORATORIES (RISHON), INC., a
California corporation; BIO-RAD PACIFIC
LIMITED, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: C21-00154

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Civil Penalties for Violations of California
Labor Code, Pursuant to PAGA, §§ 2698,
et seq.;

Jury Trial Demanded



1 Plaintiff Juan Medina, as an aggrieved employee and on behalf of the State of
2 California and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the California Labor Code Private
5 Attorneys General Act, sections 2698, *et seq.* (“PAGA”) to recover civil penalties and any
6 other available relief on behalf of Plaintiff, the State of California, and other current and
7 former employees who worked for Defendants in California as non-exempt, hourly paid
8 employees and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint. The monetary civil penalties, sought by
12 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
13 according to proof at trial. This Court has jurisdiction over this action pursuant to the
14 California Constitution, Article VI, section 10. The statutes under which this action is brought
15 do not specify any other basis for jurisdiction. Plaintiff’s share of civil penalties sought in this
16 action does not exceed \$75,000.

17 2. This Court has jurisdiction over Defendants because Defendants are either
18 citizens of California, have sufficient minimum contacts in California, or otherwise
19 intentionally avail themselves of the California market so as to render the exercise of
20 jurisdiction over them by the California courts consistent with traditional notions of fair play
21 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
22 that the State of California, as the real party in interest in this action, is not a “citizen” for
23 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
24 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
25 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
26 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil
27 penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

28 3. Venue is proper in this Court, because Defendants BIO-RAD

1 LABORATORIES, INC. and BIO-RAD PACIFIC LIMITED filed Statement of Information
2 forms with the California Secretary of State designating a principal place of business in
3 Hercules, County of Contra Costa, in accordance with California Corporations Code section
4 2105(a)(3). Venue is also proper in this Court because Defendants employ persons in this
5 county, and thus a substantial portion of the transactions and occurrences related to this action
6 occurred in this county.

7 4. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
8 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
9 attorneys general their current or former employers for various civil penalties for violations of
10 various provisions in the California Labor Code.

11 **THE PARTIES**

12 5. Plaintiff JUAN MEDINA is a resident of Lake Forest, in Orange County,
13 California. Defendants employed Plaintiff as an hourly paid, non-exempt Manufacturing
14 Associate II from approximately November 2012 to August 2020. Plaintiff worked for
15 Defendants at their facility in Irvine, California. During his employment, Plaintiff typically
16 worked eight (8) hours or more per day, and five (5) days per week. Plaintiff’s primary job
17 duties included, without limitation, filling, capping, and labeling containers; washing tanks;
18 and assisting other departments as necessary.

19 6. BIO-RAD LABORATORIES, INC. was and is, upon information and belief, a
20 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
21 are engaged throughout this county, the State of California, or the various states of the United
22 States of America.

23 7. BIO-RAD LABORATORIES (RISHON), INC. was and is, upon information
24 and belief, a California corporation, and at all times hereinafter mentioned, an employer
25 whose employees are engaged throughout this county, the State of California, or the various
26 states of the United States of America.

27 8. BIO-RAD PACIFIC LIMITED was and is, upon information and belief, a
28 California corporation, and at all times hereinafter mentioned, an employer whose employees

1 are engaged throughout this county, the State of California, or the various states of the United
2 States of America.

3 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
4 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
5 amend the complaint and serve such fictitiously named Defendants once their names and
6 capacities become known.

7 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
8 were the partners, agents, owners, or managers of BIO-RAD LABORATORIES, INC.; BIO-
9 RAD LABORATORIES (RISHON), INC.; and BIO-RAD PACIFIC LIMITED, at all relevant
10 times.

11 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
12 acts and omissions alleged herein was performed by, or is attributable to, BIO-RAD
13 LABORATORIES, INC.; BIO-RAD LABORATORIES (RISHON), INC.; BIO-RAD
14 PACIFIC LIMITED; and/or DOES 1 through 10 (collectively, “Defendants” or “BIO-RAD”),
15 each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert
16 with, each of the other co-Defendants and was acting within the course and scope of such
17 agency, employment, joint venture, or concerted activity with legal authority to act on the
18 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
19 official policy of Defendants.

20 12. At all relevant times, Defendants, and each of them, ratified each and every act
21 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
22 and abetted the acts and omissions of each and all the other Defendants in proximately causing
23 the damages herein alleged.

24 13. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 14. Under California law, Defendants are jointly and severally liable as employers
28 for the violations alleged herein because they have each exercised sufficient control over the

1 wages, hours, working conditions, and employment status of Plaintiff and other non-party
2 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
3 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
4 of employment, determined their rate of pay, and maintained their employment records.
5 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
6 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
7 common-law employment relationship. As joint employers of Plaintiff and other non-party
8 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties and
9 all other relief available to Plaintiff and other non-party Aggrieved Employees under the law.

10 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
11 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
12 non-party Aggrieved Employees because Defendants have:

- 13 (a) jointly exercised meaningful control over the work performed by
14 Plaintiff and other non-party Aggrieved Employees;
- 15 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
16 Aggrieved Employees’ wages, hours, and working conditions, including
17 the quantity, quality standards, speed, scheduling, and operative details
18 of the tasks performed by Plaintiff and other non-party Aggrieved
19 Employees;
- 20 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
21 perform work which is an integral part of Defendants’ businesses; and
- 22 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
23 Employees as a matter of economic reality in that Plaintiff and other
24 non-party Aggrieved Employees were dependent on Defendants, who
25 shared the power to set the wages of Plaintiff and other non-party
26 Aggrieved Employees and determined their working conditions, and
27 who jointly reaped the benefits from the underpayment of their wages
28 and noncompliance with other statutory provisions governing their

1 employment.

2 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
3 there has existed a unity of interest and ownership between Defendants such that any
4 individuality and separateness between the entities has ceased.

5 17. BIO-RAD LABORATORIES, INC.; BIO-RAD LABORATORIES (RISHON),
6 INC.; BIO-RAD PACIFIC LIMITED; and/or DOES 1 through 10 are therefore alter egos of
7 each other.

8 18. Adherence to the fiction of the separate existence of Defendants would permit
9 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
10 from liability for the wrongful acts committed by them under the name BIO-RAD.

11 19. Plaintiff further alleges, upon information and belief, that Defendants BIO-
12 RAD LABORATORIES, INC.; BIO-RAD LABORATORIES (RISHON), INC.; and BIO-
13 RAD PACIFIC LIMITED are alter egos of each other for the following reasons:

- 14 (a) In BIO-RAD LABORATORIES, INC.’s 10-K filing for 2019, Exhibit
15 21.1 lists BIO-RAD LABORATORIES (RISHON), INC. and BIO-RAD
16 PACIFIC LIMITED as subsidiaries of BIO-RAD LABORATORIES,
17 INC.;
- 18 (b) On the California Secretary of State’s website
19 (<https://businesssearch.sos.ca.gov/>), BIO-RAD LABORATORIES, INC.
20 and BIO-RAD PACIFIC LIMITED share the same entity address, “1000
21 ALFRED NOBEL DRIVE, HERCULES, CA 94547;”
- 22 (c) Based on the Statement of Information forms filed with the California
23 Secretary of State’s website (<https://businesssearch.sos.ca.gov/>), BIO-
24 RAD LABORATORIES, INC.; BIO-RAD LABORATORIES
25 (RISHON), INC.; and BIO-RAD PACIFIC LIMITED share the same
26 Chief Executive Officer, “NORMAN SCHWARTZ,” and Agent for
27 Service of Process, “CT CORPORATION;”
- 28 (d) Based on the Statement of Information forms filed with the California

1 Secretary of State’s website (<https://businesssearch.sos.ca.gov/>), BIO-
2 RAD LABORATORIES (RISHON), INC. and BIO-RAD PACIFIC
3 LIMITED share the same Chief Financial Officer, “RONALD
4 HUTTON;” and

- 5 (e) On information and belief, BIO-RAD LABORATORIES, INC.; BIO-
6 RAD LABORATORIES (RISHON), INC.; and BIO-RAD PACIFIC
7 LIMITED utilize the same standardized employment forms and issue
8 the same employment policies.

9 **GENERAL ALLEGATIONS**

10 20. Defendants are a global developer, manufacturer, and marketer of life science
11 research and clinical diagnostic products. Upon information and belief, Defendants maintain
12 a single, centralized Human Resources (“HR”) department at their company headquarters in
13 Hercules, California, or Rishon LeZion, Israel, which is responsible for the recruiting and
14 hiring of new employees, and communicating and implementing Defendants’ company-wide
15 policies, including timekeeping policies and meal and rest period policies, to employees
16 throughout California.

17 21. In particular, Plaintiff and other non-party Aggrieved Employees, on
18 information and belief, received the same standardized documents and/or written policies.
19 Upon information and belief, the usage of standardized documents and/or written policies,
20 including new-hire documents, indicate that Defendants dictated policies at the corporate level
21 and implemented them company-wide, regardless of their employees’ assigned locations or
22 positions. Upon information and belief, Defendants set forth uniform policies and procedures
23 in several documents provided at an employee’s time of hire.

24 22. Upon information and belief, Defendants maintain a centralized Payroll
25 department at their company headquarters in Hercules, California, or Rishon LeZion, Israel,
26 which processes payroll for all non-exempt, hourly paid employees working for Defendants at
27 their various locations and jobsites in California, including Plaintiff and other non-party
28 Aggrieved Employees. Based upon information and belief, Defendants issue the same

1 formatted wage statements to all non-exempt, hourly paid employees in California,
2 irrespective of their work locations. Upon information and belief, Defendants process payroll
3 for departing employees in the same manner throughout the State of California, regardless of
4 the manner in which each employee's employment ends.

5 23. Defendants continue to employ non-exempt or hourly paid employees in
6 California.

7 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
9 and advisors knowledgeable about California labor and wage law, employment and personnel
10 practices, and about the requirements of California law.

11 25. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
12 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
13 were not recorded.

14 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 receive certain wages for overtime compensation and that they were not receiving certain
17 wages for overtime compensation.

18 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 be paid at a regular rate of pay, and corresponding overtime rate of pay, that included as
21 eligible income all remuneration required by law, including but not limited to, all income
22 derived from incentive pay, nondiscretionary bonuses, shift differential pay, and/or other
23 forms of compensation.

24 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 receive at least minimum wages for compensation and that they were not receiving at least
27 minimum wages for work that was required to be done off-the-clock. In violation of the
28 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at

1 least minimum wages for work done off-the-clock.

2 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay
5 at their regular rates of pay when they were not provided with timely, uninterrupted, thirty
6 (30) minute meal periods and that Plaintiff and other non-party Aggrieved Employees were
7 not provided with all meal periods or payment of one (1) additional hour of pay at their
8 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
9 period.

10 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment
13 of one (1) additional hour of pay at their regular rates of pay when they were not authorized
14 and permitted to take a compliant rest period. In violation of the California Labor Code,
15 Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take
16 compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved
17 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
18 they were not authorized and permitted to take a compliant rest period.

19 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 receive complete and accurate wage statements in accordance with California law. In
22 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
23 were not provided complete and accurate wage statements.

24 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that they had a duty to maintain accurate and complete payroll records in
26 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
27 and intentionally failed to do so.

28 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 timely payment of all wages earned upon termination of employment. In violation of the
3 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
4 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
5 and/or meal and rest period premiums, within permissible time periods.

6 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 timely payment of wages during their employment. In violation of the California Labor Code,
9 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
10 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
11 premiums, within permissible time periods.

12 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 receive sick leave benefits to be paid at a regular rate of pay, that included, as eligible income,
15 all income derived from incentive pay, nondiscretionary bonuses, shift differential pay, and/or
16 other forms of compensation.

17 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 receive full reimbursement for all business-related expenses and costs they incurred during the
20 course and scope of their employment and that they did not receive full reimbursement of
21 applicable business-related expenses and costs incurred.

22 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants knew or should have known that Defendants had a duty to provide
24 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
25 of their employment with Defendants as required by the California Wage Theft Prevention
26 Act, but willfully, knowingly, and intentionally failed to do so.

27 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants knew or should have known that they had a duty to compensate

1 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
2 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
3 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
4 that they were properly denied wages, all in order to increase Defendants' profits.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

6 39. At all times herein set forth, PAGA provides that any provision of law under
7 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
8 assessed and collected by the LWDA for violations of the California Labor Code and
9 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
10 civil action brought on behalf of themselves and other current or former employees pursuant
11 to procedures outlined in California Labor Code section 2699.3.

12 40. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
13 person who was employed by the alleged violator and against whom one or more of the
14 alleged violations was committed."

15 41. Plaintiff and other current and former employees of Defendants are "aggrieved
16 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
17 or former employees and one or more of the alleged violations were committed against them.

18 42. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
19 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
20 following requirements have been met:

21 (a) The aggrieved employee or representative shall give written notice by
22 online filing with the LWDA and by certified mail to the employer of
23 the specific provisions of the California Labor Code alleged to have
24 been violated, including the facts and theories to support the alleged
25 violation.

26 (b) An aggrieved employee's notice filed with the LWDA pursuant to
27 2699.3(a) and any employer response to that notice shall be
28 accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The LWDA shall notify the employer and the aggrieved employee or
2 representative by certified mail that it does not intend to investigate the
3 alleged violation (“LWDA’s Notice”) within sixty (60) calendar days of
4 the postmark date of the aggrieved employee’s notice. Upon receipt of
5 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
6 (65) calendar days of the postmark date of the aggrieved employee’s
7 notice, the aggrieved employee may commence a civil action pursuant
8 to California Labor Code section 2699 to recover civil penalties.

9 43. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
10 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
11 provision other than those listed in Section 2699.5 after the following requirements have been
12 met:

- 13 (a) The aggrieved employee or representative shall give written notice by
14 online filing with the LWDA and by certified mail to the employer of
15 the specific provisions of the California Labor Code alleged to have
16 been violated (other than those listed in Section 2699.5), including the
17 facts and theories to support the alleged violation.
- 18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(c) and any employer response to that notice shall be
20 accompanied by a filing fee of seventy-five dollars (\$75).
- 21 (c) The employer may cure the alleged violation within thirty-three (33)
22 calendar days of the postmark date of the notice sent by the aggrieved
23 employee or representative. The employer shall give written notice
24 within that period of time by certified mail to the aggrieved employee or
25 representative and by online filing with the LWDA if the alleged
26 violation is cured, including a description of actions taken, and no civil
27 action pursuant to Section 2699 may commence. If the alleged violation
28 is not cured within the 33-day period, the aggrieved employee may

1 commence a civil action pursuant to Section 2699.

2 44. On February 9, 2021, Plaintiff provided written notice by online filing to the
3 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
4 Code alleged to have been violated, including facts and theories to support the alleged
5 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
6 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
7 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
8 Plaintiff PAGA Case Number LWDA-CM-821150-21. A true and correct copy of Plaintiff's
9 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

10 45. As of the filing date of this complaint, over 65 days have passed since Plaintiff
11 sent the notice described above to the LWDA, and the LWDA has not responded that it
12 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

13 46. Thus, Plaintiff has satisfied the administrative prerequisites under California
14 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
15 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246,
16 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

17 47. Labor Code section 558(a) provides "[a]ny employer or other person acting on
18 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
19 provision regulating hours and days of work in any order of the Industrial Welfare
20 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
21 dollars (\$50) for each underpaid employee for each pay period for which the employee was
22 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
23 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor
24 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
25 to any other civil or criminal penalty provided by law."

26 48. Defendants, at all times relevant to this complaint, were employers or persons
27 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
28 rights by violating various sections of the California Labor Code as set forth above.

49. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

50. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

FIRST CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

52. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12, and 2810.5.

53. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510, 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay and failure to properly calculate the overtime rates paid to Plaintiff and other aggrieved employees, as set forth below;

- 1 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198,
2 and the applicable IWC Wage Order for Defendants' failure to
3 compensate Plaintiff and other aggrieved employees with at least
4 minimum wages for all hours worked, as set forth below;
- 5 (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the
6 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
7 and other aggrieved employees with meal periods, as set forth below;
- 8 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
9 IWC Wage Order for Defendants' failure to authorize and permit
10 Plaintiff and other aggrieved employees to take rest periods, as set forth
11 below;
- 12 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
13 wage order for failure to provide accurate and complete wage statements
14 to Plaintiff and other aggrieved employees, as set forth below;
- 15 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
16 IWC Wage Order for failure to maintain payroll records, as set forth
17 below;
- 18 (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
19 earned wages upon termination, as set forth below;
- 20 (h) Violation of Labor Code section 204 for failure to pay all earned wages
21 during employment, as set forth below;
- 22 (i) Violation of Labor Code section 222.5 for failure to compensate other
23 aggrieved employees for mandatory physical examinations and/or drug
24 testing, as set forth below;
- 25 (j) Violation of Labor Code section 246 for failure to compensate Plaintiff
26 and other aggrieved employees sick pay and failure to properly calculate
27 the sick pay rates paid to Plaintiff and other aggrieved employees, as set
28 forth below;

- 1 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
2 and other aggrieved employees for all business expenses necessarily
3 incurred, as set forth below; and
- 4 (l) Violation of Labor Code section 2810.5 for failure to provide Plaintiff
5 and other aggrieved employees with written notice of the material terms
6 of their employment, as set forth below.

7 **FAILURE TO PAY OVERTIME**

8 54. California Labor Code sections 510 and 1198 and the applicable Industrial
9 Welfare Commission (“IWC”) Wage Order require employers to pay employees working
10 more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of
11 time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight
12 (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage
13 Order further provides that employers are required to pay employees working more than
14 twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate
15 of pay. An employee’s regular rate of pay includes all remuneration for employment paid to,
16 or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

17 55. Defendants willfully failed to pay all overtime wages owed to Plaintiff and
18 other aggrieved employees. During the relevant time period, Plaintiff and other aggrieved
19 employees were not paid overtime premiums for all of the hours they worked in excess of
20 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
21 hours in a week, because all hours that they worked were not recorded.

22 56. First, upon information and belief, Defendants had, and continues to have, a
23 company-wide policy and/or practice of strictly staffing its facilities based on the labor hours
24 allocated by corporate for each location. Defendants’ uniform use of labor budgets, combined
25 with production deadlines, resulted in understaffing and a failure to provide Plaintiff and other
26 aggrieved employees with adequate meal period coverage (see *infra*). Defendants also had a
27 practice of failing to schedule meal periods, which further caused Plaintiff and other aggrieved
28 employees to not be relieved of their duties for compliant meal periods. As a result of this

1 lack of meal period coverage, Plaintiff and other aggrieved employees were not always
2 afforded 30-minute meal periods during shifts when they were entitled to receive a meal
3 period. For example, Defendants' management would interrupt Plaintiff during his unpaid
4 meal periods in order to discuss and assign tasks to ensure that employees were meeting
5 production deadlines given the limited workforce available.

6 57. Additionally, upon information and belief, because Defendants frowned upon
7 employees accruing meal period penalties, Defendants pressured Plaintiff and other aggrieved
8 employees to clock out for meal periods and/or adjusted employee time records to reflect
9 compliant meal periods, regardless of whether they had received a compliant meal period, in
10 order to strictly limit meal penalties that Defendants would otherwise owe. For example,
11 Plaintiff was pressured by Defendants' management to clock out and record compliant meal
12 periods on shifts when he had not, in fact, received a compliant meal period. As a further
13 example, on days that Plaintiff was unable to take or record a compliant meal period, he was
14 instructed by Defendants' management not to clock out for his meal period at all, so that
15 Defendants' management could more easily adjust his time(s) post hoc to reflect a compliant
16 meal period.

17 58. Furthermore, Defendants' company-wide timekeeping system prevented
18 Plaintiff and other aggrieved employees from recording all hours worked when their meal
19 periods were shortened or interrupted, because the system locked out Plaintiff and other
20 aggrieved employees once they clocked out for a meal period, and would not permit them to
21 clock back in from a meal period before 30 minutes had elapsed. Thus, Defendants did not all
22 record hours worked during meal periods and Plaintiff and other aggrieved employees
23 performed work during meal periods for which they were not paid.

24 59. Second, during the relevant period, Defendants had a company-wide policy
25 and/or practice of improperly rounding employees' clock-in and clock-out times in its
26 timekeeping system to the nearest quarter (0.25) of an hour. Defendants' rounding policy
27 resulted in the failure to compensate other aggrieved employees fully for all hours worked,
28 causing other aggrieved employees to not be paid overtime wages for all of the overtime hours

1 they actually worked. Defendants' policy of rounding is unfair and has, over time, resulted in
2 the underpayment of wages to other aggrieved employees. To the extent Defendants'
3 rounding policy has taken away time worked that was eligible for overtime, other aggrieved
4 employees were denied overtime pay for all hours worked.

5 60. Third, Defendants had, and continue to have, a company-wide policy and/or
6 practice of requiring employees to complete work-related duties while off-the-clock, such as
7 responding to communications from supervisors or assisting with special assignments. Upon
8 information and belief, Defendants required Plaintiff and other aggrieved employees to
9 respond to calls, text messages, and email correspondence from Defendants' management on
10 their personal cellular phones outside of their scheduled shifts, but did not compensate them
11 for this time. For example, Plaintiff was required to spend five (5) minutes per day off-the-
12 clock answering phone calls, text messages, and in-person communications from his
13 supervisor to discuss work he had completed during his previous shifts. As a further example,
14 Plaintiff was required to respond to company emails regarding work assignments before and
15 after his shifts and on his days off. Moreover, Plaintiff was once required to prepare a
16 PowerPoint presentation and spent approximately six (6) hours off-the-clock on his days off
17 completing the project. Defendants did not compensate Plaintiff and other aggrieved
18 employees for this time spent working off-the-clock.

19 61. Defendants knew or should have known that as a result of these company-wide
20 practices and/or policies, Plaintiff and other aggrieved employees were working before and
21 after their shifts and/or during their meal periods, and were suffered or permitted to perform
22 work for which they were not paid. Because Plaintiff and other aggrieved employees worked
23 shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-
24 the-clock work qualified for overtime premium pay.

25 62. Furthermore, Defendants did not pay Plaintiff and other aggrieved employees
26 the correct overtime rate for the recorded overtime hours that they generated. In addition to
27 an hourly wage, Defendants paid Plaintiff and other aggrieved employees incentive pay,
28 nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration.

1 However, in violation of the California Labor Code, Defendants failed to incorporate all
2 compensation, including incentive pay, nondiscretionary bonuses, shift differential pay, and/or
3 other forms of remuneration, into the calculation of the regular rate of pay for purposes of
4 calculating the overtime wage rate. Therefore, during times when Plaintiff and other
5 aggrieved employees worked overtime and received these other forms of pay, Defendants
6 failed to pay all overtime wages by paying a lower overtime rate than required.

7 63. Specifically, Defendants paid Plaintiff and other aggrieved employees incentive
8 pay, nondiscretionary bonuses, and/or shift differential pay, which were listed on Plaintiff's
9 and other aggrieved employees' wage statements as "EE Benefit Pln," "Reg Pay Swing," "OT
10 Swing," and "5% Premium Pay." On information and belief, "EE Benefit Pln" was an annual
11 bonus awarded for the company and Plaintiff's department meeting certain metrics.
12 Additionally, on information and belief, "Reg Pay Swing," "OT Swing," and "5% Premium
13 Pay" denoted shift differential pay for employees who worked a non-regular shift. During pay
14 periods that Plaintiff and other aggrieved employees were paid overtime wages, Defendants
15 failed to incorporate the incentive pay, nondiscretionary bonuses, and/or shift differential pay
16 into Plaintiff's and other aggrieved employees' regular rate of pay and, as a result, paid them
17 at incorrect and lower rates of pay for overtime hours worked. Specifically, Defendants paid
18 Plaintiff and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times
19 their regular rate of pay. Defendants' failure to properly calculate the overtime rates of pay
20 based on all remuneration paid has resulted in an underpayment of overtime wages to Plaintiff
21 and other aggrieved employees on a company-wide basis.

22 64. Therefore, Plaintiff and other aggrieved employees were not paid overtime
23 wages for all of the overtime hours they actually worked, in violation of California Labor
24 Code sections 510 and 1198. Plaintiff and other aggrieved employees are entitled to recover
25 civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections
26 558 and/or 2699(a), (f)-(g).

27 **FAILURE TO PAY MINIMUM WAGES**

28 65. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require

1 employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser
2 wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage
3 Order No. 1 as “the time during which an employee is subject to the control of an employer,
4 and includes all the time the employee is suffered or permitted to work, whether or not
5 required to do so.” Cal. Code. Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

6 66. As stated above, on information and belief, due to Defendants’ company-wide
7 practice of utilizing labor budgets and production deadlines, failure to schedule meal periods,
8 and subsequent lack of meal period coverage, Plaintiff and other aggrieved employees were
9 impeded from taking all uninterrupted meal periods to which they were entitled and were
10 required to work off-the-clock. Additionally, as set forth above, on information and belief,
11 Defendants systematically failed to pay Plaintiff and other aggrieved employees for actual
12 hours worked during unpaid meal periods, because these hours were not always correctly
13 recorded, and because Defendants’ timekeeping system locked out Plaintiff and other
14 aggrieved employees for an allotted time when they clocked out for a meal period.

15 67. Furthermore, as set forth above, Defendants had a company-wide policy and/or
16 practice of rounding other aggrieved employees’ hourly clock-in and clock-out times in their
17 timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for
18 all hours worked. Also, as set forth above, Defendants required Plaintiff and other aggrieved
19 employees to respond to phone calls, text messages, in-person communications, and emails
20 from supervisors and complete assignments while off-the-clock, but did not compensate them
21 for this time.

22 68. Moreover, Defendants maintained and implemented a company-wide policy of
23 requiring employees to travel to a medical facility on their own time and using their own
24 personal vehicles or alternate transportation to undergo mandatory drug testing and/or
25 physical examinations. At all times, Defendants was in control of scheduling the date and
26 time for the testing and/or physical examinations, selecting the provider or facility where the
27 testing and/or physical examinations were to take place, and determining the scope of the
28 testing and/or physical examinations. Defendants gave other aggrieved employees strict

1 instructions to undergo drug testing and/or physical examinations, and other aggrieved
2 employees underwent the testing and/or examinations for the sole benefit of Defendants.
3 Other aggrieved employees were required to travel in their own personal vehicles or obtain
4 alternate transportation and spend time undergoing Defendants' mandatory drug tests and/or
5 physical examinations. However, Defendants did not compensate other aggrieved employees
6 for the time they spent traveling to and from the medical facilities and undergoing the
7 mandatory drug testing and/or physical examinations.

8 69. Thus, Defendants did not pay at least minimum wages for off-the-clock hours
9 that qualified for overtime premium payment. Also, to the extent that these off-the-clock
10 hours did not qualify for overtime premium payment, Defendants did not pay at least
11 minimum wages for those hours worked off-the-clock in violation of California Labor Code
12 sections 1182.12, 1194, 1197, and 1197.1.

13 70. Accordingly, Defendants regularly failed to pay at least minimum wages to
14 Plaintiff and other aggrieved employees for all of the hours they worked in violation of
15 California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198. Plaintiff and other
16 aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs,
17 and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

18 **FAILURE TO PROVIDE MEAL PERIODS**

19 71. California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable
20 IWC Wage Order require employers to provide meal periods and to pay an employee one (1)
21 additional hour of pay at the employee's regular rate for each work day that a meal or rest
22 period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable
23 IWC Wage Order, an employer may not require, cause or permit an employee to work for a
24 period of more than five (5) hours per day without providing the employee with an
25 uninterrupted meal period of not less than thirty (30) minutes, except that if the total work
26 period per day of the employee is not more than six (6) hours, the meal period may be waived
27 by mutual consent of both the employer and the employee. Under California law, first meal
28 periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53

1 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the
2 applicable IWC Wage Order also require employers to provide a second meal period of not
3 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
4 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
5 hours worked is no more than twelve (12) hours, the second meal period may be waived by
6 mutual consent of the employer and the employee only if the first meal period was not waived.

7 72. As set forth above, during the relevant time period, Defendants had, and
8 continues to have, a company-wide policy and/or practice of understaffing its locations due to
9 labor budgeting and assigning strict production deadlines. Defendants enforced certain
10 production deadlines, which required that biological materials and product be processed, taken
11 "off the line," and placed into freezers within specific timeframes, which would vary
12 according to the material that was being handled. These production deadlines were based on
13 the temperature-sensitive nature of the biological materials and products being handled, and
14 Plaintiff and other aggrieved employees were required to adhere to these deadlines or risk
15 damaging company property. Adherence to these strict deadlines resulted in Plaintiff and
16 other aggrieved employees having missed, late, and/or interrupted meal periods. These
17 company-wide practices, combined with the failure to schedule meal periods, led to a lack of
18 meal period coverage and prevented Plaintiff and other aggrieved employees from taking all
19 timely, uninterrupted meal periods to which they were entitled. The resulting lack of meal
20 period coverage was exacerbated by the shortage of employees on duty to handle the
21 workload.

22 73. In addition, because Defendants required one employee to monitor each stage
23 of the production line at any given time, Plaintiff and other aggrieved employees were
24 required to stagger their meal periods in order to provide adequate meal period coverage.
25 When utilizing this staggered meal period schedule, Plaintiff and other aggrieved employees
26 were forced to take their meal periods one at a time, and could not begin their meal period
27 until another employee had returned to provide coverage. As a result, Plaintiff and other
28 aggrieved employees were further forced to take their meal periods late, have their meal

1 periods cut short, and/or miss their meal periods entirely.

2 74. Moreover, as stated, because Defendants frowned upon employees accruing
3 meal period penalties, Defendants' management would adjust Plaintiff's and other aggrieved
4 employees' time records and/or pressured employees to clock out for meal periods to reflect
5 compliant meal periods, regardless of whether they had received a compliant meal period, in
6 order to strictly limit meal penalties that would need to be paid by Defendants. Furthermore,
7 as stated, Defendants' company-wide timekeeping system prevented Plaintiff and other
8 aggrieved employees from recording all hours worked when their meal periods were shortened
9 or interrupted, because the system locked out Plaintiff and other aggrieved employees once
10 they clocked out for a meal period, and would not permit them to clock back in from a meal
11 period before 30 minutes had elapsed.

12 75. Defendants' practices and policies prevented Plaintiff and other aggrieved
13 employees from taking all compliant meal periods to which they were entitled. As a result,
14 Plaintiff and other aggrieved employees would be forced to work in excess of five (5) hours
15 before taking a meal period and, at times, had their meal periods interrupted and/or had to
16 forgo their meal periods altogether. For example, as stated, 1-2 times per month, Defendants'
17 management would interrupt Plaintiff's meal periods for five (5) minutes per instance to
18 discuss and assign tasks to him in order to ensure he was meeting production deadlines. As a
19 further example, at least three (3) times per week, Plaintiff was forced to take his meal periods
20 after his fifth hour of work because he was required to wait for other employees to return from
21 meal periods in accordance with their staggered meal period schedule. Specifically, Plaintiff's
22 timepunch records reflect that on August 17, August 19, and August 20, 2020, Plaintiff took
23 his meal periods after his fifth hour of work, but Defendants did not pay him any meal period
24 premiums.

25 76. In addition, during the relevant time period, Plaintiff and other aggrieved
26 employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second
27 30-minute meal period. For example, Plaintiff would work shifts in excess of ten (10) hours
28 without receiving an uninterrupted second 30-minute meal period. Specifically, Plaintiff's

1 timepunch records reflect that on January 28, February 5, May 21, June 5, and June 29 of
2 2020, Plaintiff did not take a second 30-minute meal period on days he worked more than ten
3 (10) hours in a day, but, yet again, he was not paid meal period premiums. Plaintiff and other
4 aggrieved employees did not sign valid meal period waivers on days that they were entitled to
5 meal periods and were not relieved of all duties.

6 77. Defendants knew or should have known that as a result of its policies and
7 practices, that Plaintiff and other aggrieved employees were not actually relieved of all duties
8 to take timely, uninterrupted meal periods. Defendants further knew or should have known
9 that it did not pay Plaintiff and other aggrieved employees meal period premium wages when
10 meal periods were missed, late, short, and/or interrupted.

11 78. Furthermore, Defendants engaged in a company-wide practice and/or policy of
12 not paying all meal period premiums owed when compliant meal periods are not provided.
13 Because of this practice and/or policy, Plaintiff and other aggrieved employees have not
14 received premium pay for missed, interrupted, or late meal periods. Alternatively, to the
15 extent that Defendants did pay Plaintiff and other aggrieved employees premium pay for
16 missed, late, and interrupted meal periods, Defendants did not pay other aggrieved employees
17 at the correct rate of pay for premium wages because Defendants systematically failed to
18 include all forms of compensation, such as incentive pay, nondiscretionary bonuses, shift
19 differential pay, and/or other forms of remuneration, in the regular rate of pay.

20 79. Accordingly, Defendants failed to provide all meal periods in violation of
21 California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other aggrieved
22 employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant
23 to Labor Code sections 558 and/or 2699(a), (f)-(g).

24 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

25 80. California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage
26 Order require employers to provide rest periods and to pay an employee one (1) additional
27 hour of pay at the employee's regular rate for each work day that a meal or rest period is not
28 provided. California Labor Code section 226.7 provides that no employer shall require an

1 employee to work during any rest period mandated by an applicable order of the California
2 IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and
3 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
4 each work period” and that the “rest period time shall be based on the total hours worked daily
5 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
6 the total daily work time is less than three and one-half (3½) hours.

7 81. To comply with its obligation to authorize and permit rest periods under
8 California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must
9 “relinquish any control over how employees spend their break time, and relieve their
10 employees of all duties—including the obligation that an employee remain on call. A rest
11 period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2
12 Cal. 5th 257, 269-270 (2016).

13 82. During the relevant time period, Defendants regularly failed to authorize and
14 permit Plaintiff and other aggrieved employees to take a ten (10) minute rest period per each
15 four (4) hour period worked or major fraction thereof. As with meal periods, Defendants’
16 company-wide practices, including utilizing labor budgets and production deadlines and
17 requiring one employee to monitor each stage of the production line at all times, prevented
18 Plaintiff and other aggrieved employees from being relieved of all duty in order to take
19 compliant rest periods. Defendants also failed to schedule rest periods, which, coupled with
20 Defendants’ failure to provide adequate rest period coverage, further led to Plaintiff and other
21 aggrieved employees not being authorized and permitted to take rest periods.

22 83. Furthermore, upon information and belief, Defendants maintained and
23 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
24 and other aggrieved employees remain on the work premises during their rest periods.
25 Because Plaintiff and other aggrieved employees were restricted from leaving Defendants’
26 premises during rest periods, they were denied the ability to use their rest periods freely for
27 their own purposes. Thus, Defendants effectively maintained control over Plaintiff and other
28 aggrieved employees during rest periods.

1 84. As a result, Plaintiff and other aggrieved employees would work shifts in
2 excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted
3 and authorized to take all ten (10) minute rest periods to which they were entitled. For
4 example, Plaintiff missed his rest periods once per month, either due to a lack of rest period
5 coverage, or to complete all the duties Defendants assigned to him. Additionally, Plaintiff did
6 not receive a third rest period when working shifts in excess of 10 hours.

7 85. Defendants also has engaged in a company-wide practice and/or policy of not
8 paying all rest period premiums owed when compliant rest periods are not authorized and
9 permitted. Alternatively, to the extent that Defendants did pay Plaintiff and other aggrieved
10 employees one (1) additional hour of premium pay for missed rest periods, Defendants did not
11 pay Plaintiff and other aggrieved employees at the correct rate of pay for premium wages
12 because Defendants failed to include all forms of compensation, such as incentive pay,
13 nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration, in the
14 regular rate of pay.

15 86. Accordingly, Defendants failed to authorize and permit all rest periods in
16 violation of California Labor Code sections 226.7, 516, and 1198. Plaintiff and other
17 aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon,
18 pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

19 **FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS**
20 **AND FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS**

21 87. California Labor Code section 226(a) requires employers to make, keep and
22 provide true, accurate, and complete employment records. Defendants has not provided
23 Plaintiff and other aggrieved employees with properly itemized wage statements. Labor Code
24 section 226(e) provides that if an employer fails to comply with providing an employee with
25 properly itemized wages statements as set forth in 226(a), then the employee is entitled to
26 recover the greater of all actual damages or \$50.00 for the initial pay period in which a
27 violation occurs and \$100 per employee for each violation in a subsequent pay period, not to
28 exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates

1 section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per
2 violation in an initial citation and \$1,000 per employee for each violation in a subsequent
3 citation, for which the employer fails to provide the employee a wage statement or fails to
4 keep the required records pursuant to Section 226(a).

5 88. During the relevant time period, Defendants has knowingly and intentionally
6 provided Plaintiff and other aggrieved employees with uniform, incomplete, and inaccurate
7 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
8 other aggrieved employees that fail to correctly list: gross wages earned; total hours worked;
9 net wages earned; and all applicable hourly rates in effect during the pay period, including
10 overtime rates of pay, and the corresponding number of hours worked at each hourly rate.
11 Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

12 89. First, Defendants failed to correctly list all applicable hourly rates in effect
13 during the pay period, namely, correct hourly and overtime pay rates in compliance with
14 section 226(a)(9). For example, Defendants issued wage statements to Plaintiff that
15 incorrectly indicate that he was paid at a rate of \$20.6600 for “Regular” hours, when the
16 correct hourly rate at which Plaintiff was actually paid was \$20.6619 ($48.00 \times \$20.6600 =$
17 $\$991.68$, not $\$991.77$, which was what he was actually paid). Similarly, Defendants issued
18 wage statements that incorrectly indicated overtime rates ($10.86 \times \$30.9900 = \336.55 , not
19 $\$336.58$, which was what Plaintiff was actually paid).

20 90. Second, because Defendants did not record the time Plaintiff and other
21 aggrieved employees spent working off-the-clock, improperly rounded their total hours
22 worked, and deducted time from their records for meal periods that were interrupted and/or
23 missed (and therefore time for which they should have been paid), Defendants did not list the
24 correct amount of gross wages and net wages earned by Plaintiff and other aggrieved
25 employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the
26 same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff
27 and other aggrieved employees, in violation of section 226(a)(2), and failed to list the
28 applicable hourly rates of pay in effect during the pay period and the corresponding accurate

1 number of hours worked at each hourly rate, in violation of section 226(a)(9).

2 91. Third, because Defendants did not calculate Plaintiff's and other aggrieved
3 employees' regular rate of pay correctly for purposes of paying overtime and paid sick leave,
4 Defendants did not list the correct amount of gross wages in compliance with section
5 226(a)(1). For the same reason, Defendants also failed to list the correct amount of net wages
6 in violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly
7 rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of
8 pay for meal and rest premium wages, in violation of section 226(a)(9).

9 92. The wage statement deficiencies also include, among other things, failing to list
10 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
11 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
12 only the last four digits of his or her social security number or an employee identification
13 number other than a social security number; failing to list the name and address of the legal
14 entity that is the employer; failing to list the inclusive dates of the period for which aggrieved
15 employees were paid; and/or failing to state all hours worked as a result of not recording or
16 stating the hours they worked off-the-clock.

17 93. California Labor Code section 1174(d) provides that "[e]very person employing
18 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
19 employed and the ages of all minors" and "[keep, at a central location in the state or at the
20 plants or establishments at which employees are employed, payroll records showing the hours
21 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
22 applicable piece rate paid to, employees employed at the respective plants or establishments. .
23 . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if
24 they fail to maintain accurate and complete records as required by section 1174(d). During
25 the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully
26 failed to maintain accurate payroll records for Plaintiff and other aggrieved employees
27 showing the daily hours they worked and the wages paid thereto as a result of failing to record
28 the off-the-clock hours that they worked and improperly rounding other aggrieved employees'

1 hourly clock-in and clock-out duration times in its timekeeping system.

2 94. California Labor Code section 1198 provides that the maximum hours of work
3 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
4 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he
5 employment of any employees for longer hours than those fixed by the order or under
6 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
7 Wage Order, employers are required to keep accurate time records showing when the
8 employee begins and ends each work period and meal period. During the relevant time
9 period, Defendants failed, on a company-wide basis, to keep accurate records of work and
10 meal period start and stop times for Plaintiff and other aggrieved employees, in violation of
11 section 1198. As stated, Defendants engaged in a company-wide practice and/or policy of
12 falsifying Plaintiff’s and other aggrieved employees’ time records by recording that compliant
13 meal periods were taken regardless of if or when meal periods were actually taken, and
14 thereby failed to keep accurate records of meal start and end times for Plaintiff and other
15 aggrieved employees. Furthermore, in light of Defendants’ failure to provide Plaintiff and
16 other aggrieved employees with second 30-minute meal periods to which they were entitled,
17 Defendants kept no records of meal start and end times for second meal periods.

18 95. Because Defendants failed to provide the correct net and gross wages earned,
19 applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and
20 other aggrieved employees have been prevented from verifying, solely from information on
21 the wage statements themselves, that they were paid correctly and in full. Instead, Plaintiff
22 and other aggrieved employees have had to look to sources outside of the wage statements
23 themselves and reconstruct time records to determine whether in fact they were paid correctly
24 and the extent of underpayment, thereby causing them injury.

25 96. Plaintiff and other aggrieved employees are entitled to recover civil penalties,
26 attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5,
27 and/or 2699(a), (f)-(g).
28

1 **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

2 97. California Labor Code section 204 requires that all wages earned by any person
3 in any employment between the 1st and the 15th days, inclusive, of any calendar month, other
4 than those wages due upon termination of an employee, are due and payable between the 16th
5 and the 26th day of the month during which the labor was performed, and that all wages
6 earned by any person in any employment between the 16th and the last day, inclusive, of any
7 calendar month, other than those wages due upon termination of an employee, are due and
8 payable between the 1st and the 10th day of the following month. California Labor Code
9 section 204 also requires that all wages earned for labor in excess of the normal work period
10 shall be paid no later than the payday for the next regular payroll period. Alternatively,
11 California Labor Code section 204 provides that the requirements of this section are deemed
12 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages
13 are paid not more than seven (7) calendar days following the close of the payroll period.

14 98. During the relevant time period, Defendants failed to pay Plaintiff and other
15 aggrieved employees all wages due to them, including, but not limited to, overtime wages,
16 minimum wages, sick leave pay, and/or meal and rest period premium wages, within any time
17 period specified by California Labor Code section 204.

18 99. Plaintiff and other aggrieved employees are entitled to recover civil penalties,
19 attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or
20 2699(a), (f)-(g).

21 **FAILURE TO TIMELY PAY WAGES UPON TERMINATION**

22 100. California Labor Code sections 201, 202, and 203 provide that if an employer
23 discharges an employee, the wages earned and unpaid at the time of discharge are due and
24 payable immediately, and that if an employee voluntarily leaves his or her employment, his or
25 her wages shall become due and payable not later than seventy-two (72) hours thereafter,
26 unless the employee has given seventy-two (72) hours previous notice of his or her intention
27 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

28 101. Defendants willfully failed to pay Plaintiff and other aggrieved employees who

1 are no longer employed by Defendants all their earned wages, including, but not limited to,
2 overtime wages, minimum wages, sick leave pay, and/or meal and rest period premium wages,
3 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
4 employ in violation of California Labor Code sections 201, 202, and 203.

5 102. Plaintiff and other aggrieved employees are entitled to recover civil penalties,
6 attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or
7 2699(a), (f)-(g).

8 **FAILURE TO PAY FOR COSTS OF MANDATORY PHYSICAL EXAMINATIONS**
9 **AND/OR DRUG TESTING**

10 103. At all relevant times herein, California Labor Code section 222.5 requires
11 employers to pay for the costs an employee incurs for obtaining any medical or physical
12 examination taken.

13 104. At all times relevant herein, Defendants implemented, on a company-wide
14 basis, an employer-imposed requirement that other aggrieved employees undergo mandatory
15 drug testing and/or physical examinations, but required them to do so at their own expense.
16 Defendants had a company-wide policy requiring that other aggrieved employees travel to a
17 specified medical facility using their own personal vehicles to undergo drug testing and/or
18 physical examinations. At all times, Defendants were in control of scheduling the date and
19 time for the testing and/or examinations, selecting the provider/facility where the testing
20 and/or examinations were to take place, and determining the scope of the testing and/or
21 examinations. However, Defendants did not compensate other aggrieved employees for the
22 time they spent traveling to and from the medical facilities; for the time they spent undergoing
23 the drug testing and/or physical examinations; or reimburse them for the travel expenses they
24 incurred getting to and from the medical facilities.

25 105. Defendants' policy and/or practice of not paying for all costs other aggrieved
26 employees incurred obtaining mandatory drug tests and/or physical examinations violates
27 California Labor Code section 222.5. Other aggrieved employees are therefore entitled to
28 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

1 **FAILURE TO PAY SICK LEAVE**

2 106. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
3 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
4 days from the commencement of employment with paid sick days, to be accrued at least one
5 hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4),
6 employers must provide no less than 24 hours or three (3) days of paid sick leave (or
7 equivalent paid leave or paid time off) in each year of the employee's employment. Further,
8 Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using
9 one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in
10 the same manner as the regular rate of pay for the workweek in which the employee uses paid
11 sick time, whether or not the employee actually works overtime in that workweek[;]" or 2)
12 "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's
13 total wages, not including overtime premium pay, by the employee's total hours worked in the
14 full pay periods of the prior 90 days of employment."

15 107. During the relevant time period, Defendants did not pay Plaintiff and other
16 aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly
17 wage, Defendants paid Plaintiff and other aggrieved employees incentive pay,
18 nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration.
19 However, in violation of the California Labor Code, Defendants failed to incorporate all
20 remunerations, including incentive pay, nondiscretionary bonuses, and/or shift differential
21 pay, into the calculation of the regular rate of pay for purposes of calculating the sick leave
22 rate. Therefore, during times when Plaintiff and other aggrieved employees took sick leave
23 and received these other forms of pay, Defendants failed to pay all sick leave benefits by
24 paying a lower sick leave rate than required. Specifically, Defendants paid Plaintiff and other
25 aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate
26 of pay.

27 108. For example, during the pay period ending March 13, 2020, Plaintiff took 5.75
28 hours of sick leave and earned \$415.11 in incentive pay or nondiscretionary bonuses during

1 the same pay period. However, Defendants paid Plaintiff's sick leave rate based on his hourly
2 rate of approximately \$20.1579 instead of his regular rate of pay.

3 109. Defendants' failure to properly calculate the sick leave rates of pay based on all
4 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
5 aggrieved employees on a company-wide basis in violation of Labor Code 246(l). Plaintiff
6 and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees,
7 costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

8 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

9 110. California Labor Code section 2802 requires employers to pay for all necessary
10 expenditures and losses incurred by the employee in the performance of his or her job. The
11 purpose of Labor Code section 2802 is to prevent employers from passing off their cost of
12 doing business and operating expenses on to their employees. *Cochran v. Schwan's Home*
13 *Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage
14 Order 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are
15 necessary to the performance of a job, such tools and equipment shall be provided and
16 maintained by the employer, except that an employee whose wages are at least two (2) times
17 the minimum wage provided herein may be required to provide and maintain hand tools and
18 equipment customarily required by the trade or craft."

19 111. During the relevant time period, Defendants, on a company-wide basis,
20 required that Plaintiff and other aggrieved employees use their own personal cellular phones
21 and cellular data to carry out their job duties, but failed to reimburse them for the costs of their
22 work-related cellular phone expenses. Plaintiff and other aggrieved employees were required
23 to use their personal cellular phones to fulfill their work-related responsibilities, such as
24 responding to phone calls, text messages, and email correspondence from Defendants'
25 management. For example, Plaintiff would spend 25 minutes total per day answering calls
26 and text messages from Defendants' management and responding to company emails on his
27 personal cellular phone. Although Defendants required Plaintiff and other aggrieved
28 employees to utilize their personal cellular phones to carry out their work-related

responsibilities, Defendants failed to fully reimburse them for this cost.

112. Additionally, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and other aggrieved employees to utilize their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, because Defendants failed to provide adequate transportation to all of their employees, Plaintiff drove his personal vehicle 4-6 miles roundtrip, per instance, to an off-site location to attend mandatory company meetings several times a year. Although Defendants sometimes required Plaintiff and other aggrieved employees to utilize their own vehicles to fulfill their job duties, Defendants did not reimburse them for all of their travel expenses.

113. Furthermore, as stated, Defendants had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, Defendants was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. Defendants gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or physical examinations for the sole benefit of Defendants. Although Defendants required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, Defendants never reimbursed them for their travel expenses.

114. Defendants could have provided Plaintiff and other aggrieved employees with the actual tools required for use on the job, including company phones and vehicles, or, Defendants could have reimbursed employees for their cellular phone usage, mileage, and travel costs. Instead, Defendants passed these operating costs off onto Plaintiff and other aggrieved employees. At all relevant times, Plaintiff and other aggrieved employees did not earn at least two (2) times the minimum wage.

1 115. Thus, Defendants had, and continues to have, a company-wide policy and/or
2 practice of not reimbursing employees for expenses necessarily incurred in violation of
3 California Labor Code section 2802. Plaintiff and other aggrieved employees are entitled to
4 recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code
5 section 2699(a), (f)-(g).

6 **FAILURE TO PROVIDE NOTICE OF MATERIAL TERMS OF EMPLOYMENT**

7 116. California's Wage Theft Prevention Act was enacted to ensure that employers
8 provide employees with basic information material to their employment relationship at the
9 time of hiring, and to ensure that employees are given written and timely notice of any
10 changes to basic information material to their employment. Codified at California Labor
11 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
12 employer must provide written notice to employees of the rate(s) of pay and basis thereof,
13 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
14 any rates for overtime, the regular payday designated by the employer, and any allowances
15 claims as part of the minimum wage, including meal or lodging allowances. Effective January
16 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement
17 that the employee may accrue and use sick leave; has a right to request and use accrued paid
18 sick leave; may not be terminated or retaliated against for using or requesting the use of
19 accrued paid sick leave; and has the right to file a complaint against an employer who
20 retaliates.

21 117. Defendants failed to provide Plaintiff and other aggrieved employees written
22 notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-
23 (C). Defendants' failure to provide Plaintiff and other aggrieved employees with written
24 notice of basic information regarding their employment with Defendants is in violation of
25 Labor Code section 2810.5.

26 118. Plaintiff and other aggrieved employees are therefore entitled to recover civil
27 penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a),
28 (f)-(g).

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
5 judgment against Defendants, jointly and severally, as follows:

6 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
7 (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for
8 relief to seek a different amount.

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

10 2. That the Court declare, adjudge and decree that Defendants violated the
11 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
12 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
13 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
14 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
15 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
16 statements and maintain accurate payroll records); 201, 202, and 203 (by failing to timely pay
17 all earned wages upon termination); 204 (by failing to timely pay all earned wages during
18 employment); 222.5 (by failing to pay the costs of mandatory drug testing and/or physical
19 examinations); 246 (by failing to pay all sick pay); 2802 (by failing to reimburse business
20 expenses); and 2810.5 (by failing to provide written notice of material terms of employment);

21 3. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256,
22 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code
23 sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,
24 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

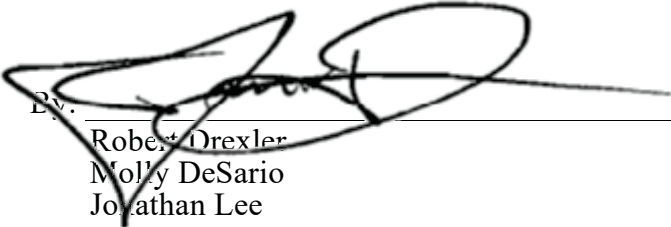
25 4. For attorneys' fees and costs pursuant to California Labor Code section
26 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
27 Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d),
28 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

- 5. For pre-judgment and post-judgment interest as provided by law; and
- 6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 27, 2021

Respectfully submitted,
Capstone Law APC



By. _____
Robert Drexler
Molly DeSario
Jonathan Lee

Attorneys for Plaintiff Juan Medina

Exhibit 1

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

February 9, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Juan Medina v. BIO-RAD Laboratories, Inc., et al.*

Dear PAGA Administrator:

This office represents Juan Medina in connection with his claims under the California Labor Code. Mr. Medina was an employee of BIO-RAD LABORATORIES, INC.; BIO-RAD LABORATORIES (RISHON), INC.; and/or BIO-RAD PACIFIC LIMITED. For the purpose of this letter, Mr. Medina collectively refers to these entities as “BIO-RAD”).

The employers may be contacted directly at the addresses below:

BIO-RAD LABORATORIES, INC.
1000 ALFRED NOBEL DRIVE
HERCULES CA 94547

BIO-RAD LABORATORIES (RISHON), INC.
C/O C T CORPORATION SYSTEM (C0168406)
28 LIBERTY ST
NEW YORK NY 10005

BIO-RAD PACIFIC LIMITED
1000 ALFRED NOBEL DRIVE
HERCULES CA 94547

Mr. Medina intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Medina seeks relief on behalf of himself, the State of California, and other persons who are or were employed by BIO-RAD as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BIO-RAD employed Mr. Medina as an hourly paid, non-exempt employee from approximately November 2012 to August 2020. Mr. Medina worked for BIO-RAD as a Manufacturing Associate II at its facility in Irvine, California. During his employment, Mr. Medina typically worked eight (8) hours or more per day, and five (5) days per week. At the time Mr. Medina’s employment with BIO-RAD ended, he earned approximately \$20.66 per hour. His job duties included, without

limitation, filling, capping, and labeling containers; washing tanks; and assisting other departments as necessary.

BIO-RAD committed one or more of the following Labor Code violations against Mr. Medina, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

BIO-RAD’s Company-Wide and Uniform Payroll and HR Practices

BIO-RAD LABORATORIES, INC. is a Delaware corporation, while BIO-RAD LABORATORIES (RISHON), INC. and BIO-RAD PACIFIC LIMITED are California corporations. Together, BIO-RAD is a global developer, manufacturer, and marketer of life science research and clinical diagnostic products. Upon information and belief, BIO-RAD maintains a single, centralized Human Resources (HR) department at its corporate headquarters in either Hercules, California, or Rishon LeZion, Israel, for all non-exempt, hourly paid employees working for BIO-RAD in California, including Mr. Medina and other aggrieved employees. At all relevant times, BIO-RAD issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Medina and other aggrieved employees, regardless of its location or position.

Upon information and belief, BIO-RAD maintains a centralized Payroll department at its corporate headquarters in Hercules, California, or Rishon LeZion, Israel, which processes payroll for all non-exempt, hourly paid employees working for BIO-RAD in California, including Mr. Medina and other aggrieved employees. Further, BIO-RAD issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Medina and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, BIO-RAD utilized the same methods and formulas when calculating wages due to Mr. Medina and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Mr. Medina’s experience and counsel’s review of those records currently available relating to Mr. Medina’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Medina reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

BIO-RAD willfully failed to pay all overtime wages owed to Mr. Medina and other aggrieved employees. During the relevant time period, Mr. Medina and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, upon information and belief, BIO-RAD had, and continues to have, a company-wide policy and/or practice of strictly staffing its facilities based on the labor hours allocated by corporate for each location. BIO-RAD's uniform use of labor budgets, combined with production deadlines, resulted in understaffing and a failure to provide Mr. Medina and other aggrieved employees with adequate meal period coverage (*see infra*). BIO-RAD also had a practice of failing to schedule meal periods, which further caused Mr. Medina and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Mr. Medina and other aggrieved employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, BIO-RAD's management would interrupt Mr. Medina during his unpaid meal periods in order to discuss and assign tasks to ensure that employees were meeting production deadlines given the limited workforce available.

Additionally, upon information and belief, because BIO-RAD frowned upon employees accruing meal period penalties, BIO-RAD pressured Mr. Medina and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that BIO-RAD would otherwise owe. For example, Mr. Medina was pressured by BIO-RAD's management to clock out and record compliant meal periods on shifts when he had not, in fact, received a compliant meal period. As a further example, on days that Mr. Medina was unable to take or record a compliant meal period, he was instructed by BIO-RAD's management not to clock out for his meal period at all, so that BIO-RAD's management could more easily adjust his time(s) post hoc to reflect a compliant meal period.

Furthermore, BIO-RAD's company-wide timekeeping system prevented Mr. Medina and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Medina and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, BIO-RAD did not all record hours worked during meal periods and Mr. Medina and other aggrieved employees performed work during meal periods for which they were not paid.

Second, during the relevant period, BIO-RAD had a company-wide policy and/or practice of improperly rounding employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. BIO-RAD's rounding policy resulted in the failure to compensate other aggrieved employees fully for all hours worked, causing other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. BIO-RAD's policy of rounding is unfair and has, over time, resulted in the underpayment of wages to other aggrieved employees. To the extent BIO-RAD's rounding policy has taken away time worked that was eligible for overtime, other aggrieved employees were denied overtime pay for all hours worked.

Third, BIO-RAD had, and continue to have, a company-wide policy and/or practice of requiring employees to complete work-related duties while off-the-clock, such as responding to communications from supervisors or assisting with special assignments. Upon information and

belief, BIO-RAD required Mr. Medina and other aggrieved employees to respond to calls, text messages, and email correspondence from BIO-RAD's management on their personal cellular phones outside of their scheduled shifts, but did not compensate them for this time. For example, Mr. Medina was required to spend five (5) minutes per day off-the-clock answering phone calls, text messages, and in-person communications from his supervisor to discuss work he had completed during his previous shifts. As a further example, Mr. Medina was required to respond to company emails regarding work assignments before and after his shifts and on his days off. Moreover, Mr. Medina was once required to prepare a PowerPoint presentation and spent approximately six (6) hours off-the-clock on his days off completing the project. BIO-RAD did not compensate Mr. Medina and other aggrieved employees for this time spent working off-the-clock.

BIO-RAD knew or should have known that as a result of these company-wide practices and/or policies, Mr. Medina and other aggrieved employees were working before and after their shifts and/or during their meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Medina and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, BIO-RAD did not pay Mr. Medina and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, BIO-RAD paid Mr. Medina and other aggrieved employees incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration. However, in violation of the California Labor Code, BIO-RAD failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Medina and other aggrieved employees worked overtime and received these other forms of pay, BIO-RAD failed to pay all overtime wages by paying a lower overtime rate than required.

Specifically, BIO-RAD paid Mr. Medina and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or shift differential pay, which were listed on Mr. Medina's and other aggrieved employees' wage statements as "EE Benefit Pln," "Reg Pay Swing," "OT Swing," and "5% Premium Pay." On information and belief, "EE Benefit Pln" was an annual bonus awarded for the company and Mr. Medina's department meeting certain metrics. Additionally, on information and belief, "Reg Pay Swing," "OT Swing," and "5% Premium Pay" denoted shift differential pay for employees who worked a non-regular shift. During pay periods that Mr. Medina and other aggrieved employees were paid overtime wages, BIO-RAD failed to incorporate the incentive pay, nondiscretionary bonuses, and/or shift differential pay into Mr. Medina's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, BIO-RAD paid Mr. Medina and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. BIO-RAD's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Medina and other aggrieved employees on a company-wide basis.

Therefore, Mr. Medina and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked, in violation of California Labor Code sections 510 and 1198. Mr. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

As stated above, on information and belief, due to BIO-RAD’s company-wide practice of utilizing labor budgets and production deadlines, failure to schedule meal periods, and subsequent lack of meal period coverage, Mr. Medina and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Additionally, as set forth above, on information and belief, BIO-RAD systematically failed to pay Mr. Medina and other aggrieved employees for actual hours worked during unpaid meal periods, because these hours were not always correctly recorded, and because BIO-RAD’s timekeeping system locked out Mr. Medina and other aggrieved employees for an allotted time when they clocked out for a meal period.

Furthermore, as set forth above, BIO-RAD had a company-wide policy and/or practice of rounding other aggrieved employees’ hourly clock-in and clock-out times in their timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for all hours worked. Also, as set forth above, BIO-RAD required Mr. Medina and other aggrieved employees to respond to phone calls, text messages, in-person communications, and emails from supervisors and complete assignments while off-the-clock, but did not compensate them for this time.

Moreover, BIO-RAD maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time and using their own personal vehicles or alternate transportation to undergo mandatory drug testing and/or physical examinations. At all times, BIO-RAD was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. BIO-RAD gave other aggrieved employees strict instructions to undergo drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of BIO-RAD. Other aggrieved employees were required to travel in their own personal vehicles or obtain alternate transportation and spend time undergoing BIO-RAD’s mandatory drug tests and/or physical examinations. However, BIO-RAD did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing and/or physical examinations.

Thus, BIO-RAD did not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, BIO-RAD did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1.

Accordingly, BIO-RAD regularly failed to pay at least minimum wages to Mr. Medina and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198. Mr. Medina and other aggrieved employees are therefore

entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, 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.

As set forth above, during the relevant time period, BIO-RAD had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting and assigning strict production deadlines. BIO-RAD enforced certain production deadlines, which required that biological materials and product be processed, taken "off the line," and placed into freezers within specific timeframes, which would vary according to the material that was being handled. These production deadlines were based on the temperature-sensitive nature of the biological materials and products being handled, and Mr. Medina and other aggrieved employees were required to adhere to these deadlines or risk damaging company property. Adherence to these strict deadlines resulted in Mr. Medina and other aggrieved employees having missed, late, and/or interrupted meal periods. These company-wide practices, combined with the failure to schedule meal periods, led to a lack of meal period coverage and prevented Mr. Medina and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. The resulting lack of meal period coverage was exacerbated by the shortage of employees on duty to handle the workload.

In addition, because BIO-RAD required one employee to monitor each stage of the production line at any given time, Mr. Medina and other aggrieved employees were required to stagger their meal periods in order to provide adequate meal period coverage. When utilizing this staggered meal period schedule, Mr. Medina and other aggrieved employees were forced to take their meal periods one at a time, and could not begin their meal period until another employee had returned to provide coverage. As a result, Mr. Medina and other aggrieved employees were further forced to take their meal periods late, have their meal periods cut short, and/or miss their meal periods entirely.

Moreover, as stated, because BIO-RAD frowned upon employees accruing meal period penalties, BIO-RAD's management would adjust Mr. Medina's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal

penalties that would need to be paid by BIO-RAD. Furthermore, as stated, BIO-RAD's company-wide timekeeping system prevented Mr. Medina and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Medina and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

BIO-RAD's practices and policies prevented Mr. Medina and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Medina and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether. For example, as stated, 1-2 times per month, BIO-RAD's management would interrupt Mr. Medina's meal periods for five (5) minutes per instance to discuss and assign tasks to him in order to ensure he was meeting production deadlines. As a further example, at least three (3) times per week, Mr. Medina was forced to take his meal periods after his fifth hour of work because he was required to wait for other employees to return from meal periods in accordance with their staggered meal period schedule. Specifically, Mr. Medina's timepunch records reflect that on August 17, August 19, and August 20, 2020, Mr. Medina took his meal periods after his fifth hour of work, but BIO-RAD did not pay him any meal period premiums.

In addition, during the relevant time period, Mr. Medina and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, Mr. Medina would work shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. Specifically, Mr. Medina's timepunch records reflect that on January 28, February 5, May 21, June 5, and June 29 of 2020, Mr. Medina did not take a second 30-minute meal period on days he worked more than ten (10) hours in a day, but, yet again, he was not paid meal period premiums. Mr. Medina and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

BIO-RAD knew or should have known that as a result of its policies and practices, that Mr. Medina and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. BIO-RAD further knew or should have known that it did not pay Mr. Medina and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted.

Furthermore, BIO-RAD engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Medina and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that BIO-RAD did pay Mr. Medina and other aggrieved employees premium pay for missed, late, and interrupted meal periods, BIO-RAD did not pay other aggrieved employees at the correct rate of pay for premium wages because BIO-RAD systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BIO-RAD failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Medina and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. 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 (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, BIO-RAD regularly failed to authorize and permit Mr. Medina and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BIO-RAD's company-wide practices, including utilizing labor budgets and production deadlines and requiring one employee to monitor each stage of the production line at all times, prevented Mr. Medina and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. BIO-RAD also failed to schedule rest periods, which, coupled with BIO-RAD's failure to provide adequate rest period coverage, further led to Mr. Medina and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, BIO-RAD maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Medina and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Medina and other aggrieved employees were restricted from leaving BIO-RAD's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, BIO-RAD effectively maintained control over Mr. Medina and other aggrieved employees during rest periods.

As a result, Mr. Medina and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Mr. Medina missed his rest periods once per month, either due to a lack of rest period coverage, or to complete all the duties BIO-RAD assigned to him. Additionally, Mr. Medina did not receive a third rest period when working shifts in excess of 10 hours.

BIO-RAD also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Alternatively, to the extent that BIO-RAD did pay Mr. Medina and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, BIO-RAD did not pay Mr. Medina and other aggrieved employees at the correct rate of pay for premium wages because BIO-RAD failed to include all

forms of compensation, such as incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BIO-RAD failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Medina and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BIO-RAD has not provided Mr. Medina and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BIO-RAD has knowingly and intentionally provided Mr. Medina and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BIO-RAD issued uniform wage statements to Mr. Medina and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, BIO-RAD violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, BIO-RAD failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct hourly and overtime pay rates in compliance with section 226(a)(9). For example, BIO-RAD issued wage statements to Mr. Medina that incorrectly indicate that he was paid at a rate of \$20.6600 for "Regular" hours, when the correct hourly rate at which Mr. Medina was actually paid was \$20.6619 ($48.00 \times \$20.6600 = \991.68 , not \$991.77, which was what he was actually paid). Similarly, BIO-RAD issued wage statements that incorrectly indicated overtime rates ($10.86 \times \$30.9900 = \336.55 , not \$336.58, which was what Mr. Medina was actually paid).

Second, because BIO-RAD did not record the time Mr. Medina and other aggrieved employees spent working off-the-clock, improperly rounded their total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BIO-RAD did not list the correct amount of gross wages and net wages earned by Mr. Medina and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BIO-RAD failed to accurately list the total number of hours worked by Mr. Medina and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Third, because BIO-RAD did not calculate Mr. Medina's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime and paid sick leave, BIO-RAD did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, BIO-RAD also failed to list the correct amount of net wages in violation of section 226(a)(5). BIO-RAD also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for meal and rest premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the 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; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, 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. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), BIO-RAD willfully failed to maintain accurate payroll records for Mr. Medina and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding other aggrieved employees' hourly clock-in and clock-out duration times in its timekeeping system.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BIO-RAD failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Mr. Medina and other aggrieved employees, in violation of section 1198. As stated, BIO-RAD engaged in a company-wide practice and/or policy of falsifying Mr. Medina's and other aggrieved employees' time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Mr. Medina and other aggrieved employees. Furthermore, in light of BIO-RAD's failure to provide Mr. Medina and other aggrieved employees with second 30-minute meal periods to which they were entitled, BIO-RAD kept no records of meal start and end times for second meal periods.

Because BIO-RAD failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Medina and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Medina and other aggrieved employees have had to

look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BIO-RAD failed to pay Mr. Medina and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, sick leave pay, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves 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 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.

BIO-RAD willfully failed to pay Mr. Medina and other aggrieved employees who are no longer employed by BIO-RAD all their earned wages, including, but not limited to, overtime wages, minimum wages, sick leave pay, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving BIO-RAD's employ in violation of California Labor Code sections 201, 202, and 203.

Mr. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, BIO-RAD implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing and/or physical examinations, but required them to do so at their own expense. As stated, BIO-RAD had a company-wide policy requiring that other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo drug testing and/or physical examinations. At all times, BIO-RAD was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations.

However, BIO-RAD did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the drug testing and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. BIO-RAD's policy and/or practice of not paying for all costs other aggrieved employees incurred obtaining mandatory drug testing and/or physical examinations is in violation of California Labor Code section 222.5.

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Unpaid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be 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, BIO-RAD did not pay Mr. Medina and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, BIO-RAD paid Mr. Medina and other aggrieved employees incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration. However, in violation of the California Labor Code, BIO-RAD failed to incorporate all remunerations, including incentive pay, nondiscretionary bonuses, and/or shift differential pay, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when Mr. Medina and other aggrieved employees took sick leave and received these other forms of pay, BIO-RAD failed to pay all sick leave benefits by

paying a lower sick leave rate than required. Specifically, BIO-RAD paid Mr. Medina and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

For example, during the pay period ending March 13, 2020, Mr. Medina took 5.75 hours of sick leave and earned \$415.11 in incentive pay or nondiscretionary bonuses during the same pay period. However, BIO-RAD paid Mr. Medina's sick leave rate based on his hourly rate of approximately \$20.1579 instead of his regular rate of pay.

BIO-RAD's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Mr. Medina and other aggrieved employees on a company-wide basis in violation of Labor Code 246(l). Mr. Medina and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, BIO-RAD, on a company-wide basis, required that Mr. Medina and other aggrieved employees use their own personal cellular phones and cellular data to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Mr. Medina and other aggrieved employees were required to use their personal cellular phones to fulfill their work-related responsibilities, such as responding to phone calls, text messages, and email correspondence from BIO-RAD's management. For example, Mr. Medina would spend 25 minutes total per day answering calls and text messages from BIO-RAD's management and responding to company emails on his personal cellular phone. Although BIO-RAD required Mr. Medina and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, BIO-RAD failed to fully reimburse them for this cost.

Additionally, during the relevant time period, BIO-RAD had a company-wide policy of requiring Mr. Medina and other aggrieved employees to utilize their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, because BIO-RAD failed to provide adequate transportation to all of their employees, Mr. Medina drove his personal vehicle 4-6 miles roundtrip, per instance, to an off-site location to attend mandatory company meetings several times a year. Although BIO-RAD sometimes required Mr. Medina and other aggrieved employees to utilize their own vehicles to fulfill their job duties, BIO-RAD did not reimburse them for all of their travel expenses.

Furthermore, as stated, BIO-RAD had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel

expenses, including mileage. At all times, BIO-RAD was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. BIO-RAD gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or physical examinations for the sole benefit of BIO-RAD. Although BIO-RAD required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, BIO-RAD never reimbursed them for their travel expenses.

BIO-RAD could have provided Mr. Medina and other aggrieved employees with the actual tools required for use on the job, including company phones and vehicles, or, BIO-RAD could have reimbursed employees for their cellular phone usage, mileage, and travel costs. Instead, BIO-RAD passed these operating costs off onto Mr. Medina and other aggrieved employees. At all relevant times, Mr. Medina and other aggrieved employees did not earn at least two (2) times the minimum wage.

Thus, BIO-RAD had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

BIO-RAD failed to provide Mr. Medina and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). BIO-RAD's failure to provide Mr. Medina and other aggrieved employees with written notice of basic information regarding their employment with BIO-RAD is in violation of Labor Code section 2810.5.

Mr. Medina and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny 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. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” BIO-RAD, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Medina’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Medina seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Medina, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against BIO-RAD for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Medina seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

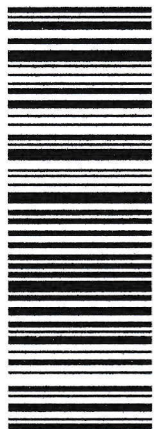
Best Regards,

A handwritten signature in black ink, appearing to read "Mao Shiokura", with a stylized flourish at the end.

Mao Shiokura

Copy: BIO-RAD LABORATORIES, INC. (via U.S. Certified Mail); BIO-RAD LABORATORIES (RISHON), INC. (via U.S. Certified Mail); BIO-RAD PACIFIC LIMITED (via U.S. Certified Mail)

CERTIFIED MAIL®



7020 1290 0001 8879 1128

tone
LAW APC
ury Park East, Ste 1000
S, CA 90067

BIO-RAD LABORATORIES, INC.
1000 ALFRED NOBEL DRIVE
HERCULES CA 94547



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BIO-RAD LABORATORIES, INC.
1000 ALFRED NOBEL DRIVE
HERCULES CA 94547



9590 9402 1512 5362 2722 06

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1128

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

BIO-RAD LABORATORIES, INC.

Street and Apt. No. 1000 ALFRED NOBEL DRIVE

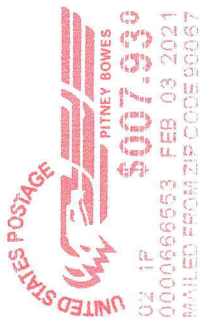
City, State, ZIP+4® HERCULES CA 94547

Postmark
Here

Medina v. Bio-Rad
Laboratories, Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BIO-RAD PACIFIC LIMITED
1000 ALFRED NOBEL DRIVE
HERCULES CA 94547



9590 9402 1512 5362 2721 52

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1258

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

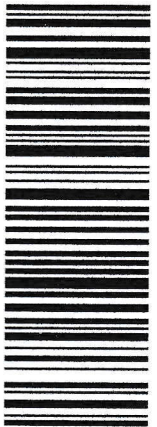
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 1258

BIO-RAD PACIFIC LIMITED
1000 ALFRED NOBEL DRIVE
HERCULES CA 94547

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail OnlyFor delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

BIO-RAD PACIFIC LIMITED
1000 ALFRED NOBEL DRIVE
HERCULES CA 94547

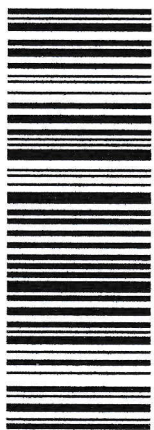
Postmark
HereMedina v BioRad
Pacific Limited

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067

CERTIFIED MAIL®



7020 1290 0001 8879 1241

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067

BIO-RAD LABORATORIES (RISHON), INC.
C/O C T CORPORATION SYSTEM (C0168406)
28 LIBERTY ST
NEW YORK NY 10005



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BIO-RAD LABORATORIES (RISHON), INC.
C/O C T CORPORATION SYSTEM (C0168406)
28 LIBERTY ST
NEW YORK NY 10005



9590 9402 1512 5362 2721 69

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1241

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$ 3.50
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.80
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$ 6.63
Total Postage and Fees
\$ 7.93

Sent To

BIO-RAD LABORATORIES (RISHON), INC.
C/O C T CORPORATION SYSTEM (C0168406)
28 LIBERTY ST
NEW YORK NY 10005

Postmark
Here

Medina V. Bio-Rad
Laboratories
(Rishon), Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1290 0001 8879 1241

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BIO-RAD LABORATORIES, INC.
1000 ALFRED NOBEL DRIVE
HERCULES CA 94547



9590 9402 1512 5362 2722 06

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1128

COMPLETE THIS SECTION ON DELIVERY

A. Signature

M. Cole

☐ Agent

☐ Addressee

B. Received by (Printed Name)

M. Cole

C. Date of Delivery

2/12/2021

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BIO-RAD PACIFIC LIMITED
1000 ALFRED NOBEL DRIVE
HERCULES CA 94547



9590 9402 1512 5362 2721 52

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1258

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

M. Cole

C. Date of Delivery

2/2/2021

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery
(over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted
Delivery☐ Return Receipt for
Merchandise☐ Signature Confirmation™☐ Signature Confirmation
Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BIO-RAD LABORATORIES (RISHON), INC.
C/O C T CORPORATION SYSTEM (C0168406)
28 LIBERTY ST
NEW YORK NY 10005



9590 9402 1512 5362 2721 69

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1241

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FEB 17 2021

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

- 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

I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION

Victoria Carradero
Stephen Yang
Cynthia Jara
Curley, Hurtgen & Johnsrud LLP
4400 Bohannon Drive, Suite 230
Menlo Park, CA 94025
vcarradero@chjllp.com
syang@chjllp.com
cjara@chjllp.com

- EXECUTED** this document on October 27, 2021, at Los Angeles, California.

25
26
27
28