

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

Fletcher W. Schmidt (SBN 286462)

fschmidt@haineslawgroup.com

Andrew J. Rowbotham (SBN 301367)

arowbotham@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

*Attorneys for Plaintiff***SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**JANINA COX, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

AEROTEK SCIENTIFIC, LLC, a Maryland
Limited Liability Company; and DOES 1
through 100,

Defendants.

Case No.: 21STCV20824**REPRESENTATIVE ACTION
COMPLAINT:****(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*);****UNLIMITED CIVIL CASE**

1 Plaintiff JaNina Cox (“Plaintiff”) on behalf of herself and all others similarly situated,
2 hereby brings this Representative Action against Defendants Aerotek Scientific, LLC, a Maryland
3 limited liability company, and DOES 1 to 100, inclusive (collectively “Defendants”), and on
4 information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all similarly aggrieved employees, hereby brings
7 this representative action for recovery civil penalties under California Labor Code § 2698 *et seq.*
8 This Court has jurisdiction over Defendants’ violations of the California Labor Code because the
9 amount in controversy exceeds this Court’s jurisdictional minimum.

10 **VENUE**

11 2. Venue is proper in this judicial district pursuant to California Code of Civil
12 Procedure §§ 395(a) and 395.5, and *Crestwood Behavioral Health, Inc. v. Superior Court of*
13 *Alameda County* (2021) 60 Cal.App.5th 1069, as at least some of the acts and omissions
14 complained of herein occurred in the County of Los Angeles. Defendants own, maintain offices,
15 transact business, have an agent or agents within the County of Los Angeles, and/or otherwise are
16 found within the County of Los Angeles, and Defendants are within the jurisdiction of this Court
17 for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was and currently is, a California resident. During the statute of limitations period,
21 Plaintiff was employed by Defendants as a non-exempt employee.

22 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
23 year preceding the date the California Labor and Workforce Development Agency (“LWDA”)
24 and Defendants were put on notice (and subsequent filing of this matter) and continuing to the
25 present, Defendants did (and continue to do) business within the County of Los Angeles and the
26 State of California by operating a staffing agency serving the biotechnology, pharmaceutical, and
27 healthcare industries and therefore, were (and are) doing business in the County of Los Angeles
28 and the State of California.

1 5. Plaintiff does not know the true names or capacities, whether individual, partner,
2 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
3 defendants are sued under such fictitious names. Plaintiff prays for leave to amend this
4 Representative Action Complaint when the true names and capacities are known. Plaintiff is
5 informed and believes, and based thereon alleges, that each fictitiously named defendant is and
6 was responsible in some way for the alleged wage and hour violations and other wrongful conduct
7 which subjected Plaintiff and the aggrieved employees, as defined below, to the illegal
8 employment practices, wrongs and injuries complained of herein. All references in this Complaint
9 to “Defendants” shall be deemed to include all DOE Defendants.

10 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
11 mentioned herein, Defendants were and are the employers of Plaintiff and the aggrieved
12 employees (as defined herein).

13 7. At all times herein mentioned, each of said Defendants participated in the doing
14 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
15 Defendants, and each of them, were the agents, servants, and employees of each and every one of
16 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
17 were acting within the course and scope of said agency and employment. Defendants, and each
18 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
19 omissions complained of herein.

20 8. At all times mentioned herein, Defendants, and each of them, were members of
21 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
22 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
23 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
24 aggrieved employees (as defined herein).

25 **REPRESENTATIVE ACTION ALLEGATIONS**

26 9. Defendants provide staffing services to the biotechnology, pharmaceutical, and
27 healthcare industries throughout California. Plaintiff was employed by Defendants as a non-
28 exempt mobile phlebotomist from approximately January 22, 2020 to approximately May 3,

2020. During her employment with Defendants, Plaintiff's job duties consisted of travelling to nursing facilities and other locations in Los Angeles and Orange County to draw blood and transport samples to a laboratory.

10. Defendants have failed to provide Plaintiff and other non-exempt employees with all legally-compliant meal periods. During Plaintiff's employment with Defendants, Plaintiff was scheduled to complete a specific route each morning that she worked, which would cover an average of approximately 100 miles in total. Plaintiff was required to arrive at her first location by 3:00 a.m. and was expected to complete all of her draws and drop off the samples at a laboratory on the University of California, Irvine campus by approximately 10:00 a.m. Defendants would monitor Plaintiff's progress throughout her route and would contact Plaintiff if they felt that she was getting behind schedule or spending too long at any one location. Defendants did not schedule any time for meal or rest periods prior to Plaintiff dropping off her samples at the laboratory, and as a result, Plaintiff would not have any opportunity to take a meal period until well after the conclusion of her fifth hour of work. On occasions when Plaintiff and other non-exempt employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Plaintiff and other non-exempt employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7.

11. Defendants' unlawful rest period policies/practices similarly failed to authorize and permit Plaintiff and other non-exempt employees to take *any* duty-free 10-minute rest periods. As described above, the schedules set by Defendants did not allow for any time for employees to take rest periods during their routes. Plaintiff was under constant pressure to complete her route as quickly as possible and the time-sensitive nature of Plaintiff's samples did not permit her any opportunity to take rest periods. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiff and other non-exempt employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

12. Defendants also required Plaintiff and other aggrieved employees to use their personal vehicles to travel to complete their routes, but did not fully reimburse them for all non-commute mileage expenses. Although Defendants ostensibly were reimbursing Plaintiff and other employees for their mileage expenses, upon information and belief, Defendants did not actually begin doing so in practice until the very end of Plaintiff's employment with Defendants in May 2020. Additionally, Defendants required Plaintiff and other aggrieved employees to use their personal mobile phones to receive assignments, to communicate with supervisors, and to navigate to the locations along her route. However, Defendants never reimbursed Plaintiff for a reasonable portion of her cellular phone expenses, as mandated by *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014), and Labor Code § 2802.

13. As a result of Defendants' failure to pay all meal and rest period premium wages, Defendants also maintained inaccurate payroll records, issued inaccurate wage statements to Plaintiff and other aggrieved employees, and failed to pay all final wages owed to Plaintiff and other aggrieved employees upon their respective separations from employment.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACTION

(AGAINST ALL DEFENDANTS)

14. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15. Defendants have committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (3) \$100.00 for each initial violation and \$200.00 for

each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations;

- a. Failing to provide all legally required meal periods, and failing to pay meal period premium pay, to Plaintiffs and other aggrieved employees in violation of Labor Code sections 226.7, 512, and 558;
- b. Failing to authorize and permit all legally required rest periods, and failing to pay rest period premiums, to Plaintiffs and other aggrieved employees in violation of Labor Code sections 226.7, 516, and 558;
- c. Violating Labor Code § 2802 and 2804 by failing to reimburse Plaintiff and other aggrieved employees for all necessary work expenses;
- d. Violating Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees all wages earned at least twice during each calendar month;
- e. Violating Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Violating Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Plaintiff and other aggrieved employees; and
- g. Violating Labor Code §§ 558, 1174, and 1198 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

16. On March 30 2021, Plaintiff notified Defendant Aerotek Scientific, LLC, via certified mail, and the LWDA via electronic submission, of Defendants' alleged California Labor Code violations and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to those violations identified herein. Now that sixty-five (65) days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under PAGA with respect to these violations.

17. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699.

1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

4 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
5 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
6 2699(a) and (f) including, but not limited to: (1) \$50.00 for each initial violation and \$100.00 for
7 each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (2) \$250.00
8 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code §
9 226.3 per employee per pay period; and/or (3) \$100.00 for each initial violation and \$200.00 for
10 each subsequent violation per employee per pay period for those violations of the Labor Code for
11 which no civil penalty is specifically provided, based on the violations of Labor Code sections
12 cited in Paragraph 15 above;

13 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
14 2699(g), and Code of Civil Procedure § 1021.5; and

15 3. For such other and further relief, the Court may deem just and proper.

16
17 Dated: June 4, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

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19 By:



20 Fletcher W. Schmidt
21 Attorneys for Plaintiff
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