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14 Attorneys for Plaintiff MARCUS FRENCH,
15 as an individual and on behalf of all others similarly
16 situated and aggrieved

17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF LOS ANGELES**

20 MARCUS FRENCH, as an individual and
21 on behalf of all others similarly situated,

22 Plaintiff,

23 v.

24 LONZA BIOLOGICS INC., a Delaware
25 corporation; and DOES 1-50, inclusive,

26 Defendants.

Case No.: 21STCV08097

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Recovery of Unpaid Overtime**
3. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
5. **Failure to Furnish Accurate Itemized Wage Statements**
6. **Failure to Pay All Wages Due and Owing Upon Separation of Employment**
7. **Failure to Provide Paid Sick Time**
8. **Failure to Reimburse Business Expenses**
9. **Unfair Competition; and**
10. **Violation of Private Attorneys General Act of 2004 Labor Code §§ 2698, et seq.**

FILED
Superior Court of California
County of Los Angeles
03/28/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

DEMAND FOR JURY TRIAL

Plaintiff, MARCUS FRENCH (“Plaintiff”), as an individual and on behalf of all others similarly situated, hereby files this Complaint against Defendant LONZA BIOLOGICS INC. and DOES 1-50, inclusive. Plaintiff is informed and believes and thereon alleges as follows:

JURISDICTION AND VENUE

1. This court possesses original subject matter jurisdiction over this matter. Venue is proper in Los Angeles County, California, because Defendant has not designated a principal place of business in the State of California such that Plaintiff may chose a convenient venue within the state. Moreover, upon information and belief, Defendant transacts business within this judicial district and some of the complained of conduct occurred in this judicial district.

THE PARTIES

2. Plaintiff resides in the State of California. Plaintiff worked for Defendant in the State of California as a non-exempt, hourly-paid employee during the relevant time period.

3. Defendant LONZA BIOLOGICS INC. is a Delaware corporation that, at all relevant times, was authorized to do business within the State of California and is doing business in the State of California.

4. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues each such Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

5. Plaintiff is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the

other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. Plaintiff is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

6. Whenever and wherever reference is made in this complaint to any act or failure to act by a Defendants or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendants acting individually, jointly and severally.

CLASS ALLEGATIONS

7. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. The class Plaintiff seeks to represent is defined as follows: “all non-exempt workers who were employed by Defendant in California at any time within the four years prior to the filing of the initial complaint.” (the “Class Members”)

a. Numerosity: While the exact number of Class Members is unknown to Plaintiff at this time, the class is so numerous that the individual joinder of all members is impractical under the circumstances of this case.

b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following: (1) whether Defendant understated hours worked and failed to pay all amounts due to Plaintiff and the Class Members for wages earned, including minimum and overtime wages, under California law, as a result of Defendant's time shaving/rounding policy and practice and automatic deduction policy and practice for meal periods; (2) whether Defendant violated the California Labor Code and/or IWC Wage Orders by withholding overtime wages from Plaintiff and the Class Members by failing to adopt and/or comply with all the procedures to properly adopt a compliant alternative workweek election under California law; (3) whether Defendant provided Plaintiff and the Class Members with all meal periods or premium payments in lieu thereof in compliance with California law; (4) whether

1 Defendant provided Plaintiff and the Class members with all rest periods or premium
2 payments in lieu thereof, in compliance with California law; (5) whether Defendant
3 failed to reimburse the class members for all business expenses, including but not limited
4 to cell phone expenses; (6) whether Defendant failed to pay Plaintiff and the Class
5 Members all sick leave time benefits in compliance with California law; (7) whether
6 Defendant failed to maintain records showing the true start and stop times of shifts and
7 the true start and stop times of all meal periods; (8) whether Defendant provided Plaintiff
8 and the Class Members with accurate, itemized wage statements in compliance with
9 California law; (9) whether Defendant timely paid Plaintiff and the Class Members all
10 wages due during their employment and upon separation of employment; and (10)
11 whether Defendant violated California Business and Professions Code sections 17200,
12 et seq.

- 13 c. Ascertainable Class. The proposed class is ascertainable as its members can be identified
14 and located using information in Defendant's business, payroll and personnel records.
- 15 d. Numerosity. The plaintiff class is so numerous that the individual joinder of all members
16 is impractical under the circumstances of this case. While the exact number of Class
17 Members is unknown to Plaintiff, Plaintiff is informed and believes the class consists of
18 at least 100 individuals.
- 19 e. Typicality. Plaintiff's claims are typical of the claims of the Class Members. Plaintiff
20 suffered a similar injury as the other Class Members as a result of Defendant's common
21 practices regarding, *inter-alia*, failure to calculate and pay all owed minimum and
22 overtime wages, failure to adopt and/or comply with all the procedures to properly adopt
23 a compliant alternative workweek election resulting in systematic underpayment of
24 overtime, failure to provide proper meal and rest periods or premium compensation in
25 lieu thereof, failure to pay proper sick leave pay, failure to reimburse for incurred
26 business-related expenses, provision of accurate wage statements, and payment of wages
27 due upon termination. In addition, Plaintiff will fairly and adequately protect the
28 interests of the Class Members. Plaintiff has no interests adverse to the interests of the

1 other class members.

2 f. Superiority. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy since individual joinder of all members of the class is
4 impractical. Class action treatment will permit a large number of similarly situated
5 persons to prosecute their common claims in a single forum simultaneously, efficiently,
6 and without the unnecessary duplication of effort and expense that numerous individual
7 actions would engender. Furthermore, as the damages suffered by each individual
8 member of the class may be relatively small, the expenses and burden of individual
9 litigation would make it difficult or impossible for individual members of the class to
10 redress the wrongs done to them, while an important public interest will be served by
11 addressing the matter as a class action. The cost to the court system of adjudication of
12 such individualized litigation would be substantial. Individualized litigation would also
13 present the potential for inconsistent or contradictory judgments. Finally, the alternative
14 of filing a claim with the California Labor Commissioner is not superior, given the lack
15 of discovery in such proceedings, the fact that there are fewer available remedies, and
16 the losing party has the right to a trial de novo in the Superior Court.

17 **FACTUAL ALLEGATIONS**

18 8. During the four-year period preceding filing of this complaint, Plaintiff, and each of
19 the Class Members, were employed by Defendant in the State of California as non-exempt, hourly-
20 paid workers. At all times referenced herein, Defendant exercised control over Plaintiff and each
21 of the Class Members and suffered and/or permitted them to work.

22 9. Plaintiff was employed by Defendant as a non-exempt, hourly-paid, manufacturing
23 associate from approximately February 2020 to September 15, 2020.

24 10. Plaintiff typically worked an alternative workweek schedule of four shifts per
25 workweek with most shifts lasting at least 10 hours and some lasting over 10 hours.

26 11. Plaintiff was not paid all wages earned, including minimum and overtime wages, for
27 all hours worked by virtue of Defendant's automatic deduction policy and practice for missed or
28 improper meal periods described in further detail below. Moreover, upon information and belief,

1 Defendant maintained and continues to maintain a policy and practice of time-shaving/time-
2 rounding requiring its employees, including Plaintiff, to "round" the start and stop times of his hours
3 worked and/or only input his scheduled start and stop time, rather than actual hours worked.
4 Defendant's time-shaving/time-rounding policy and practice as applied worked to detrimentally
5 shave and round time off from Plaintiff's workdays. Plaintiff alleges on information and belief that
6 through the operation of Defendant's time-shaving/time-rounding system, Plaintiff would
7 systematically be deprived of compensable time because the time-recording system implemented
8 by Defendant would almost always, if not always, understate actual compensable work time. Upon
9 information and belief, Defendant had actual or constructive knowledge that its time-shaving/time-
10 rounding policy resulted in underpaying Plaintiff the wages he was owed. This time-shaving system,
11 implemented by and through Defendant, resulted in violations of California's minimum and
12 overtime wage laws, as well as record-keeping violations.

13 12. Defendant further violated California overtime laws *to wit*: Defendant scheduled
14 Plaintiff to work using an alternative workweek schedule of four (4) 10 hour shifts per week
15 ("4/10"), yet failed to properly adopt an alternative workweek election pursuant to Labor Code
16 section 511 and the IWC Wage Order(s), resulting in significant underpayment of overtime wages.

17 13. Plaintiff was unable to take timely, thirty-minute uninterrupted meal periods, often
18 being forced to take late meal periods and/or work through his meal periods or any purported meal
19 periods would be interrupted/cut short due to the nature and constraints of his job duties and or
20 commentary from supervisors pressuring him to take non-compliant breaks or skip breaks
21 completely. Nevertheless, Defendant implemented a policy and practice of automatically
22 deducting/requiring Plaintiff to clock out thirty minutes per shift for these missed/improper meal
23 periods, despite having actual and/or constructive knowledge that Plaintiff did not receive timely,
24 compliant, uninterrupted meal periods. Moreover, Defendant simply did not provide nor allow for
25 second meal periods for shifts of more than ten (10) hours. Defendant also failed to pay Plaintiff an
26 additional hour of wages at his regular rate of pay for each workday a proper meal period was not
27 provided.
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1 14. Plaintiff did not receive compliant, timely 10 (ten)- minute rest periods every four
2 (4) hours or major fraction thereof. Plaintiff was typically required to take late rest periods and/or
3 work through his rest periods, or any purported rest periods would be interrupted/cut short due to
4 the nature and constraints of his job duties and commentary from supervisors to take late/shorter
5 breaks than he was entitled to or no breaks at all. Defendant had no policy nor instruction as to
6 timing of the rest periods. Defendant prohibited Plaintiff from leaving the work site during any
7 purported rest periods. Given the number of hours Plaintiff typically worked per shift, he was denied
8 first, second and third rest periods throughout the relevant time period. Plaintiff was not paid rest
9 period premiums for these missed/improper rest periods.

10 15. Based on information and belief, Defendant improperly accrued the amount of sick
11 leave pay owed for failure to base the owed sick leave pay on the correct number of hours worked.
12 On further information and belief, Defendant failed to provide notice of the correct sick leave
13 amount balance available to Plaintiff.

14 16. Defendant failed to furnish Plaintiff with complete and accurate wage statements
15 in compliance with Labor Code section 226. Among other things, Plaintiff's wage statements did
16 not accurately reflect, the total gross and net wages earned, including, all earned minimum and
17 overtime wages and did not accurately reflect all applicable hourly rates in effect during the pay
18 period and the corresponding number of hours worked at each hourly rate.

19 17. Defendant failed to reimburse Plaintiff for all business expenses, including but not
20 not limited to, cell phone/data plan charges. For example, Plaintiff was required to use his personal
21 cell phone as the primary way of communicating with co-workers and management for work
22 purposes. Plaintiff regularly incurred cell phone/data plan charges in connection therewith and was
23 not reimbursed in any way for these expenses.

24 18. Defendant terminated Plaintiff's employment, on September 15, 2020, yet Plaintiff's
25 final payroll check, dated September 18, 2020, was not timely provided to Plaintiff. Plaintiff's final
26 paycheck, once provided, did not include all remuneration owed him as it was devoid of, including
27 but not limited to, all owed minimum and overtime wages and all owed vacation pay.

19. Plaintiff is informed and believes and allege thereon that Defendant engaged in these same herein described unlawful practices with regard to all of the Class Members, and that Defendant applied these same herein described unlawful practices to all of its employees that it applied to Plaintiff.

FIRST CAUSE OF ACTION

Recovery of Unpaid Minimum Wages and Liquidated Damages (Against All Defendants)

20. Plaintiff incorporates by reference all preceding paragraphs as if fully alleged herein.

21. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up to 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage. Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

22. Defendant violated California's minimum wage laws by failing to compensate Plaintiff and the Class Members for all hours worked by virtue of among other things, Defendant's auto-deduction policy for meal periods. Plaintiff and the Class Members were unable to take timely, thirty-minute uninterrupted meal periods, often being forced to take late meal periods and/or work through their meal periods or any purported taken meal periods would be interrupted/cut short due to the nature and constraints of their job duties and commentary from supervisors pressuring them to take non-compliant breaks or skip breaks completely. Defendant implemented a policy and practice of automatically deducting/requiring Plaintiff and the Class Members to clock out for thirty minutes per shift for purported meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Class Members did not receive timely, compliant, uninterrupted meal periods. This off-the-clock work resulted in the underpayment of minimum wages. Moreover, upon information and belief, Defendant maintained and continues to maintain a policy and practice of time-shaving/time-rounding requiring Plaintiff and the Class Members to "round" the start and stop times of their hours worked and/or only input their scheduled start and stop times, rather than the actual hours worked. Defendant's time-shaving/time-rounding policy and practice as applied worked

to detrimentally shave and round time off from Plaintiff and the Class Members' workdays. Upon information and belief, through the operation of Defendant's time-shaving/time-rounding system, Plaintiff and the Class Members would systematically be deprived of compensable time because the time-recording system implemented by Defendant would almost always, if not always, understate actual compensable work time. Upon information and belief, Defendant had actual or constructive knowledge that its time-shaving/time-rounding policy resulted in underpaying Plaintiff and the Class Members their owed wages. This time-shaving system, implemented by and through Defendant, resulted in violations of California's minimum wage laws.

23. Defendant knew or should have known that Plaintiff and the Class Members worked hours for which they were not properly compensated.

24. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Class Members are entitled to recover all unpaid minimum time wages and liquidated damages thereon, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION
Recovery of Unpaid Overtime
(Against All Defendants)

25. Plaintiff incorporates by reference all preceding paragraphs as if fully alleged herein.

26. California law provides employees in California must be paid overtime, equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 per week or (8) eight per day and must be paid double wages for all hours worked in excess of 12 per day, unless they are exempt. Plaintiff and the Class Members worked overtime hours for which they were not compensated by Defendants by virtue of Defendant's auto-deduction policy for meal periods. Plaintiff and the Class Members were unable to take timely, thirty-minute uninterrupted meal periods, often being forced to take late meal periods and/or work through their meal periods or any purported taken meal periods would be interrupted/cut short due to the nature and constraints of their job duties and commentary from supervisors pressuring them to take non-compliant breaks or skip breaks completely. Nevertheless, Defendant implemented a policy and practice of automatically deducting/requiring Plaintiff and the Class Members to clock out thirty minutes per

1 shift for purported meal periods, despite having actual and/or constructive knowledge that Plaintiff
2 and the Class Members did not receive timely, compliant, uninterrupted meal periods. This resulted
3 in the underpayment of overtime pay. Moreover, upon information and belief, Defendant
4 maintained and continues to maintain a policy and practice of time-shaving/time-rounding requiring
5 Plaintiff and the Class Members to "round" the start and stop times of their hours worked and/or
6 only input their scheduled start and stop times, rather than the actual hours worked. Defendant's
7 time-shaving/time-rounding policy and practice as applied worked to detrimentally shave and round
8 time off from Plaintiff and the Class Members' workdays. Upon information and belief, through
9 the operation of Defendant's time-shaving/time-rounding system, Plaintiff and the Class Members
10 would systematically be deprived of compensable time because the time-recording system
11 implemented by Defendant would almost always, if not always, understate actual compensable work
12 time. Upon information and belief, Defendant had actual or constructive knowledge that its time-
13 shaving/time-rounding policy resulted in underpaying Plaintiff and the Class Members their owed
14 wages. This time-shaving system, implemented by and through Defendant, resulted in violations of
15 California's overtime wage laws.

16 27. Defendant further violated California overtime laws by scheduling Plaintiff and the
17 Class Members to work using an alternative workweek schedule of four (4) ten-hour shifts per week
18 ("4/10"), yet failed to properly adopt an alternative workweek election pursuant to Labor Code
19 section 511 and the IWC Wage Order(s), resulting in significant underpayment of overtime wages.

20 28. Defendant's conduct described above is in violation of California Labor Code
21 sections 510, 511 and 1194, and all applicable IWC Wage Orders.

22 29. Plaintiff and the Class Members are entitled to recover all unpaid overtime wages,
23 plus attorney's fees and costs, in an amount to be proved at trial.

24 **THIRD CAUSE OF ACTION**
25 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
26 **(Against All Defendants)**

27 30. Plaintiff incorporates by reference all preceding paragraphs as if fully alleged herein.

28 31. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders, Defendant

1 was required to provide Plaintiff and the Class Members with one 30-minute meal break free from
2 all duties for all shifts longer than 5 hours, and a second 30-minute meal break free from all duties
3 for all shifts longer than 10 hours. Meal periods can be waived, but only under the following
4 circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more
5 than six (6) hours, the required meal period may be waived by mutual consent of the employer and
6 employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more
7 than twelve (12) hours, the required second meal period may be waived by mutual consent of the
8 employer and employee, but only if the first meal period was not waived. Employers covered by the
9 Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for
10 shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly
11 record a valid meal period, it is presumed no meal period was provided.

12 32. Plaintiff and the Class Members were unable to take timely, thirty-minute
13 uninterrupted meal periods, often being forced to take late meal periods and/or work through their
14 meal periods or any purported meal periods would be interrupted/cut short due to the nature and
15 constraints of their job duties and or commentary from supervisors pressuring them to take non-
16 compliant meal periods or skip meal periods completely. Nevertheless, Defendant implemented a
17 policy and practice of automatically deducting thirty minutes per shift for purported meal
18 periods/requiring Plaintiff and the Class members to clock out for thirty minutes per shift, despite
19 having actual and/or constructive knowledge that Plaintiff and the Class Members did not receive
20 timely, compliant, uninterrupted meal period. Moreover, Defendant simply did not provide nor
21 allow for any sort of second meal period for shifts of more than ten hours.

22 33. Defendant failed to provide Plaintiff and the Class Members with all required meal
23 periods, or with proper compensation in lieu thereof. As a result, under Labor Code section 226.7,
24 Plaintiff and the Class Members are entitled to one additional hour's pay at the proper premium pay
25 rate for each day a meal period was missed, late or interrupted, all in an amount to be proved at trial.

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FOURTH CAUSE OF ACTION
Failure to Provide Rest Periods or Compensation in Lieu Thereof
(Against All Defendants)

34. Plaintiff incorporates by reference all preceding paragraphs as if fully alleged herein.

35. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period “insofar as practicable.” The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257. Accordingly, an employer cannot require employees to stay on the work premises nor may an employer require employees to monitor their cell phones and/or radios and/or other dispatch equipment during their rest periods as “one cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to *particular locations* or communications devices, with the requirement to relieve employees of all work duties and employer control during 10-minute rest periods. [emphasis added].” *Id.* at 269. If the employer fails to provide any required rest period, the employer must pay the employee one hour of pay at the employee’s regular rate of compensation for each workday the employer did not provide at least one legally required rest period, pursuant to Labor Code section 226.7.

36. Plaintiff and the Class Members did not receive compliant, timely 10 (ten)-minute rest periods every four (4) hours or major fraction thereof. There was no policy/practice implemented to ensure Plaintiff and the Class Members were able to take timely rest periods; rather, any purported rest periods were taken as time permitted and were improper irrespective of the fact that they were rarely timely, *to wit*: Based on information and belief, Plaintiff and the Class Members were required to remain on the premises during any rest periods thus remaining under employer control and rendering any said rest periods on-duty and thereby improper. Defendant further employed policies and procedures which ensured Plaintiff and the Class Members did not receive any premium wages to compensate them for workdays that they did not receive all legally required rest periods.

37. Defendant is therefore liable to Plaintiff and the Class Members for one hour of additional pay at the regular rate of compensation for each workday that a require rest periods was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage Order, plus pre-judgment interest.

FIFTH CAUSE OF ACTION
Failure to Furnish Accurate Itemized Wage Statements
(Against All Defendants)

38. Plaintiff incorporates by reference all preceding paragraphs as if fully alleged herein.

39. Pursuant to California Labor Code § 226, subdivision (a), Plaintiff and the Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

40. During the Class Period, Defendant intentionally failed to provide Plaintiff and the Class Members with accurate wage statements in compliance with Labor Code § 226, by including, but not limited to, failing to identify or include on the wage statement, total gross and net wages earned, the total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

41. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have suffered injury. The absence of accurate information on their wage statements has prevented earlier challenges to Defendant's unlawful pay practices, will require discovery and mathematical

1 computations to determine the amount of wages owed, and will cause difficulty and expense in
2 attempting to reconstruct time and pay records. Defendant's conduct led to the submission of
3 inaccurate information about wages and amounts deducted from wages to state and federal
4 government agencies. As a result, Plaintiff and the Class Members are required to participate in this
5 lawsuit and create more difficulty and expense for Plaintiff and the Class Members from having to
6 reconstruct time and pay records than if Defendant had complied with its legal obligations.

7 42. Pursuant to California Labor Code section 226(e), Plaintiff and the Class Members
8 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
9 violation occurred and one hundred dollars per employee per violation for each subsequent pay
10 period, not to exceed an aggregate penalty of four thousand dollars per employee.

11 43. Pursuant to California Labor Code § 226(h), Plaintiff and the Class Members are
12 entitled to bring an action for injunctive relief to ensure Defendant's compliance with California
13 Labor Code § 226(a). Injunctive relief is warranted because Defendant continues to provide
14 currently employed Class Members with inaccurate wage statements in violation of California Labor
15 Code § 226(a) and currently employed Class Members have no adequate legal remedy for the
16 continuing injuries that will be suffered as a result of Defendant's ongoing unlawful conduct.
17 Injunctive relief is the only remedy available for ensuring Defendant's compliance with California
18 Labor Code § 226(a).

19 44. Pursuant to California Labor Code §§ 226(e) and 226(h), Plaintiff and the Class
20 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
21 attorneys' fees, and costs of suit.

22 **SIXTH CAUSE OF ACTION**

23 **Failure to Pay All Wages Due and Owing Upon Separation of Employment** 24 **(Against All Defendants)**

25 45. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
26 herein.

27 46. Labor Code section 204 requires employers to pay all wages (other than those
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1 mentioned in Labor Code sections 201, 201.3, 202 , 204.1 , or 204.2) earned by any person in any
2 employment twice during each calendar month, on days designated in advance by the employer as
3 the regular paydays.

4 47. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
5 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
6 payable immediately.”

7 48. California Labor Code section 202(a) provides, in relevant part, that “[i]f an
8 employee not having a written contract for a definite period quits his or her employment, his or her
9 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
10 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
11 to his or her wages at the time of quitting.”

12 49. Defendant failed to pay Plaintiff and the Class Members all wages that were due and
13 owing during their employment; and, failed to Plaintiff and the Class Members who are former
14 employees all wages that were due and owing upon termination or resignation. Among other things,
15 Plaintiff and the Class Members were not paid all minimum and overtime wages owed and all owed
16 vacation pay. Under Labor Code section 203, Plaintiff and the Class Members who no longer are
17 employed with Defendant are entitled to recover waiting time penalties of up to 30 days’ pay, plus
18 attorney’s fees and costs, in an amount to be proved at trial.

19 **SEVENTH CAUSE OF ACTION**
20 **Failure to Provide Paid Sick Time**
21 **(Against All Defendants)**

22 50. Plaintiff incorporates by reference all preceding paragraphs as if fully alleged herein.

23 51. California Labor Code section 246(1)(1) provides that paid sick time for non-exempt
24 employees be “calculated in the same manner as the regular rate of pay for the workweek in which
25 the employee uses paid sick time, whether or not the employee actually works overtime in the
26 workweek.”

27 52. California Labor Code section 246(1)(2) further provides that paid sick time for non-
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1 exempt employees be “calculated by dividing the employee’s total hours worked in the full pay
2 periods of the prior 90 days of employment.

3 53. Defendant violated Labor Code section 246 by failing to pay all owed sick leave
4 time. Based on information and belief, Defendant improperly accrued the amount of sick leave pay
5 owed for failure to base the owed sick leave pay on the correct number of hours worked. On further
6 information and belief, Defendant failed to provide notice of the correct sick leave amount balance
7 left for Plaintiff and the Class Members.

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9 **EIGHTH CAUSE OF ACTION**
Failure to Reimburse Business Expenses
(Against All Defendants)

10 54. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

11 55. Pursuant to California Labor Code section 2802, Plaintiff and the Class Members
12 were entitled to be reimbursed for all reasonable expenses associated with carrying out orders by
13 their employer and/or carrying out the duties assigned by their employers.

14 56. Defendant failed to pay Plaintiff and the Class Members for reimbursement of
15 reasonable expenses, such as, costs associated with use of personal cellular phones for work
16 purposes. Defendant’s failure to provide Plaintiff and the Class Members with full reimbursement
17 for all reasonable expenses associated with carrying out their duties required that Plaintiff and the
18 Class Members subsidize and/or carry the burden of business expenses in violation of Labor Code
19 section 2802.

20 57. As a result of Defendant’s unlawful conduct, Plaintiff and the Class Members have
21 suffered injury in that they were not completely reimbursed as mandated by California law.

22 58. Pursuant to California Labor Code section 2802, Plaintiff and the Class Members
23 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
24 attorneys’ fees, and costs of suit.

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26 **NINTH CAUSE OF ACTION**
Unfair Competition
(Against All Defendants)

27 59. Plaintiff incorporates by reference all preceding paragraphs as if fully alleged herein.
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1 60. The unlawful conduct of Defendant alleged herein constitutes unfair competition
2 within the meaning of California Business and Professions Code section 17200. This unfair conduct
3 includes *inter-alia*, Defendant's failure to pay minimum and overtime wages by virtue of its illegal
4 meal period auto-deduction and rounding policies and practices, withholding overtime wages for
5 failure to adopt and/or comply with all the procedures to properly adopt a compliant alternative
6 workweek election under California law, failure to authorize or permit, or provide, all required meal
7 and rest periods or pay proper premiums in lieu thereof, failure to provide proper notice and pay of
8 sick time benefits, failure to furnish complete and accurate itemized wage statements; failure to
9 maintain accurate time records, failure to reimburse business expenses, and failure to timely pay all
10 wages due during and upon separation of employment. Due to its unfair and unlawful business
11 practices in violation of the California Labor Code, Defendant has gained a competitive advantage
12 over other comparable companies doing business in the State of California that comply with their
13 obligations to authorize or permit rest and meal periods or pay proper meal and rest period premiums
14 in lieu thereof, to provide proper notice and properly accrue and pay sick time benefits, to provide
15 complete and accurate itemized wage statements, to pay all owed minimum and overtime wages, to
16 maintain accurate time records, to reimburse for business expenses, and to pay all wages due during
17 and upon separation of employment of their employees.

18 61. As a result of Defendant's unfair competition as alleged herein, Plaintiff and the
19 Class Members have suffered injury in fact and lost money or property, as described in more detail
20 above. Pursuant to California Business and Professions Code section 17200, et seq., Plaintiff and
21 Class Members are entitled to restitution of all wages and other monies rightfully belonging to them
22 that Defendants failed to pay and wrongfully retained by means of its unlawful and unfair business
23 practices. Plaintiff also seeks an injunction against Defendant on behalf of the Class Members
24 enjoining Defendants, and any and all persons acting in concert with it, from engaging in each of
25 the unlawful practices, policies and patterns set forth herein.

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1 **TENTH CAUSE OF ACTION**

2 **Violation of Private Attorneys General Act of 2004 – Labor Code §§ 2698, et seq.**

3 **(Against All Defendants)**

4 62. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

5 63. California’s Private Attorneys General Act (Labor Code §§ 2698, et seq.) authorizes
6 aggrieved employees to bring a civil action to recover civil penalties for violations of the California
7 Labor Code. Pursuant to Labor Code section 2699.3, an aggrieved employee must give written
8 notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by
9 certified mail to the employer of the specific provisions of the Labor Code alleged to have been
10 violated, including the facts and theories to support the alleged violations.

11 64. As discussed herein, Plaintiff is an aggrieved employee who has been subject to
12 the foregoing Labor Code violations and the Labor Code violations described below. Plaintiff
13 provided the LWDA and Defendant with the required written notice of Plaintiff’s intention to pursue
14 this PAGA claim on March 2, 2021. The LWDA has not provided notice of its intention to
15 investigate the claims since that time.

16 65. During the approximate 1 year and 65-day time period prior to filing this
17 Complaint, Defendant violated the California Labor Code sections discussed above. Defendant
18 further failed to maintain records as required by Labor Code section 1174 and the applicable IWC
19 Wage Order. Moreover, by virtue of its violations with respect to meal period, rest period,
20 recordkeeping provisions and minimum and overtime wage laws, Defendant further violated Labor
21 Code sections 1198 and 1199, which together make unlawful any employment of any employee
22 under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to
23 comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174,
24 1197, and 1198, or order or ruling of the commission. Defendant also failed to comply with Labor
25 Code section 204 by failing to timely pay twice during each calendar month all wages due and
26 payable to Plaintiff and the other Aggrieved Employees. Defendant also violated Labor Code
27 section 216, which declares unlawful an employer’s refusal to pay wages due and payable and/or
28 denial of the validity of any claim to wages due by failing to pay Plaintiff and the other Aggrieved

1 Employees for all hours worked at the proper wage rate and by failing to pay Plaintiff and the other
2 Aggrieved Employees an additional hour of pay for each meal/rest period not provided/that was
3 invalid. In violation of California Labor Code section 223, Defendant also willfully and
4 systematically denied Plaintiff and the other Aggrieved Employees minimum and overtime wage
5 compensation for all hours worked which resulted in the payment of less than statutorily required
6 wages to them. Moreover, IWC Wage Order 1-2001, §14(A-B) states that employees shall be
7 provided with suitable seats when the nature of the work reasonably permits the use of seats and
8 when they are not engaged in the active work duties that would not permit them to be seated.
9 Throughout the relevant time period, Employer failed to provide any seating for Complainant and
10 the other aggrieved employees. There were no seats provided for manufacturing associates,
11 warehouse workers, nor any other non-exempt workers employed by Employer as required per the
12 applicable IWC Wage Order. Lastly, based on information and belief, Defendant required Plaintiff
13 and other aggrieved employees to submit to an unlawful criminal and/or financial background check
14 as a condition of obtaining and/or holding employment in violation of Labor Code sections 1024.5
15 and/or 432.7. Based on further information and belief, Defendant also required Plaintiff and other
16 aggrieved employees to agree in writing to unlawful background checks not in conformance with
17 the requirements ICRAA and/or FCRA, and Defendant also asked about arrests not resulting in
18 convictions on its employment application. These violations subject Defendant to civil penalties
19 under the Labor Code, including without limitation Labor Code sections 432.5, 432.7 and 2699.
20 Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee,
21 results in a separate civil penalty. Plaintiff seeks all available relief as a result of the Labor Code
22 violations described herein under PAGA, including PAGA penalties, and attorney's fees and costs
23 in pursuing this PAGA claim.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for relief and judgment as follows on behalf of himself, the
26 Class Members and the Aggrieved Employees:

- 27 1. For an order that the action, be certified as a class action;
- 28 2. For an order that Plaintiff, be appointed class representative;

3. For an order that counsel for Plaintiff be appointed class counsel;
4. For compensatory damages according to proof;
5. For an order requiring Defendant to make restitution of all amounts wrongfully withheld from Plaintiff and the class;
6. For pre-judgment interest as permitted by law;
7. For civil penalties according to proof, including PAGA penalties;
8. Attorney's fees and costs reasonably incurred; and
9. Such other and further relief that the Court deems just and proper.

Dated: January 25, 2022

CROSNER LEGAL, PC

By: 
Michael R. Crosner, Esq.
Zachary M. Crosner, Esq.
Blake R. Jones, Esq.
Chad Saunders, Esq.

Attorneys for Plaintiff,
MARCUS FRENCH

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

Dated: January 25, 2022

CROSNER LEGAL, PC

By: 
Michael R. Crosner, Esq.
Zachary M. Crosner, Esq.
Blake R. Jones, Esq.
Chad Saunders, Esq.

Attorneys for Plaintiff,
MARCUS FRENCH

1 PROOF OF SERVICE
2 *MARCUS FRENCH VS. LONZA BIOLOGICS INC., et al.*
3 *Los Angeles County Superior Court Case No. 21STCV08097*

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 9440 Santa
6 Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

7 On March 28, 2022, I served true copies of the following document(s) described as

8 **FIRST AMENDED CLASS ACTION COMPLAINT**

9 on the interested parties in this action as follows:

10 SEE ATTACHED SERVICE LIST

11 ☒ BY ELECTRONIC TRANSMISSION. BY ELECTRONIC TRANSMISSION. Pursuant to
12 the Court's Order re Electronic Service, I caused the documents described above to be E-Served
13 through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere
14 to the addressee(s) listed

15 I declare under penalty of perjury under the laws of the United States of America that the foregoing
16 is true and correct and that I am employed in the office of a member of the bar of this Court at
17 whose direction the service was made.

18 Executed on March 28, 2022, at Los Angeles, California.

19 
20 _____
21 Maria Monterrey
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26 SERVICE LIST

27 *MARCUS FRENCH VS. LONZA BIOLOGICS INC., et al.*
28 *Los Angeles County Superior Court Case No. 21STCV08097*

PROOF OF SERVICE

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