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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ENMA SAGASTUME, individually,
 and on behalf of other members of the
 general public similarly situated and
 on behalf of other aggrieved
 employees pursuant to the California
 Private Attorneys General Act;

Plaintiff,

vs.

PSYCHEMEDICS CORPORATION,
 an unknown business entity; and
 DOES 1 through 100, inclusive,

Defendants.

Case No.: 2:20-cv-06624-DSF-GJS

**THIRD AMENDED CLASS ACTION
 COMPLAINT FOR DAMAGES AND
 ENFORCEMENT UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT, CAL. LABOR CODE § 2698
 ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ENMA SAGASTUME (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action was originally brought in the Superior Court for the County of Los Angeles pursuant to California Code of Civil Procedure section 382.

2. This Court has asserted jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d).

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

4. The Superior Court of the County of Los Angeles had jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

5. Venue was proper in the Superior Court of the County of Los Angeles this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles.

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6. Upon information and belief, Defendant PSYCHEMEDICS CORPORATION is a corporation whose members are citizens of Delaware and Massachusetts. Upon information and belief, Defendant PSYCHEMEDICS CORPORATION does business in California, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this District and throughout the State of California. Upon information and belief, PSYCHEMEDICS CORPORATION maintains offices, has agents, and/or transacts business in this District.

PARTIES

7. Plaintiff ENMA SAGASTUME is an individual residing in the State of California, County of Los Angeles.

8. Defendant PSYCHEMEDICS CORPORATION, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, Defendant PSYCHEMEDICS CORPORATION was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

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

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

12. Defendant PSYCHEMEDICS CORPORATION and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from June 9, 2017 to final judgment.

16. Plaintiff reserves the right to establish subclasses as appropriate.

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

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers

of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week, and/or over six (6) consecutive days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants implemented an improper rounding policy during the relevant time period;
- e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest

- periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- i. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- j. Whether Defendants' conduct was willful or reckless;
- k. The appropriate amount of damages, and/or monetary penalties resulting from Defendants' violation of California law; and
- l. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

19. Class certification of the First through Eighth causes of action is appropriate pursuant to Rule 23(b)(3) because the aforementioned questions of law and fact common to the class predominate over any questions affecting only individual members of the class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendants' common and uniform policies and practices have unlawfully denied Plaintiff and the other class members of overtime wages for all overtime hours worked, have denied them meal period premiums for all meal periods that were not provided in compliance with the applicable Industrial Welfare Commission ("IWC") Order and California Labor Code, have denied them rest period

premiums for all rest periods that were not provided in compliance with the applicable IWC Order and California Labor Code, have denied them of minimum wages for all hours worked, have denied them payment of their wages in a timely manner, have denied them of, have denied them from getting reimbursed for necessary business related expenses, and. The damages suffered by individual class members are relatively small compared to the expense and burden of individual prosecution of this litigation. For this reason, as well as the fact that class members currently employed by Defendants may fear direct or indirect retaliation from Defendants for prosecuting an action against Defendants, the class members' interests in individually controlling the prosecution of this action is minimal. In addition, a class action in this forum is desirable as it will eliminate the risk of inconsistent rulings regarding the legality of Defendants' policies, practices, and procedures. Managing this case as a class action will not present difficulties as the parties can utilize approved methods of random statistical sampling and expert testimony at trial.

20. Once class certification is granted, Plaintiff will send notice to all members of the class consistent with the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure. Specifically, Plaintiff will submit a proposed notice to the Court for its approval, stating (i) the nature of this action, (ii) the definition of the certified class, (iii) the class claims, issues, and/or defenses, (iv) that a class member may enter an appearance through an attorney if he or she so desires, (v) that the Court will exclude from the class any member who requests exclusion, (vi) the time and manner for requesting exclusion, and (vii) the binding effect of a class judgment on class members under Rule 23(c)(3).

PAGA ALLEGATIONS

21. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

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22. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

23. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

24. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff SAGASTUME and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

- a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee's Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.

26. On November 12, 2021, Plaintiff provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California Labor Code section 558 against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Orders including, *inter alia*, Wage Order 4-2001 have been satisfied.

27. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

29. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

1 30. Defendants had the authority to hire and terminate Plaintiff and the
2 other class members, to set work rules and conditions governing Plaintiff's, the
3 other class members', and the other aggrieved employees' employment, and to
4 supervise their daily employment activities.

5 31. Defendants exercised sufficient authority over the terms and
6 conditions of Plaintiff's, the other class members', and the other aggrieved
7 employees' employment for them to be joint employers of Plaintiff and the other
8 class members.

9 32. Defendants directly hired and paid wages and benefits to Plaintiff,
10 the other class members, and the other aggrieved employees.

11 33. Defendants continue to employ hourly-paid or non-exempt
12 employees within the State of California.

13 34. Plaintiff, the other class members, and the other aggrieved
14 employees worked over eight (8) hours in a day, and/or forty (40) hours in a
15 and/or over six (6) consecutive days in a workweek, during their employment
16 with Defendants.

17 35. Plaintiff is informed and believes, and based thereon alleges, that
18 Defendants engaged in a pattern and practice of wage abuse against their hourly-
19 paid or non-exempt employees within the State of California. This pattern and
20 practice involved, *inter alia*, failing to pay them for all regular and/or overtime
21 wages earned and for missed, shortened, late, and/or interrupted meal periods and
22 rest breaks in violation of California law.

23 36. Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants knew or should have known that Plaintiff, the other class members,
25 and the other aggrieved employees were entitled to receive certain wages for
26 overtime compensation and that they were not receiving accurate overtime
27 compensation for all overtime hours worked as a result of, *inter alia*, Defendants'
28 requiring Plaintiff, the other class members, and the other aggrieved employees to

perform work off-the-clock and engaging in an improper rounding policy.

Defendant failed to, *inter alia*, compensate Plaintiff and the other class members for job duties performed before and/or after their scheduled shifts and during meal periods such as performing data entry, analyzing hair samples, weighing hair samples, cleaning and organizing work stations, gathering supplies necessary for work-related tasks, receiving and answering work-related questions from supervisors and managers.

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

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to relieve Plaintiff, the other class members, and the other aggrieved employees of all duties, failed to relinquish control over Plaintiff, the other class members' activities, failed to permit Plaintiff, the other class members, and the other aggrieved employees a reasonable opportunity to take, and impeded or discouraged them from taking, thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff, the other class members, and the other aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's, the other class member's, and the other aggrieved employees' regular rate of pay when a meal period was missed, shortened, late, and/or interrupted and they did not receive all meal

1 periods or payment of one additional hour of pay at Plaintiff's, the other class
 2 member's, and the other aggrieved employees' regular rate of pay when a meal
 3 period was missed, shortened, late, and/or interrupted.

4 40. Plaintiff is informed and believes, and based thereon alleges, that
 5 Defendants failed to provide, authorize, and permit Plaintiff, other class
 6 members, and other aggrieved employees to take full, uninterrupted, off-duty rest
 7 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two
 8 full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10)
 9 hours, and failed to make a good faith effort to authorize, permit, and provide
 10 such rest breaks in the middle of each work period.

11 41. Plaintiff is informed and believes, and based thereon alleges, that
 12 Defendants knew or should have known that Plaintiff and the other class
 13 members were entitled to receive all rest periods or payment of one additional
 14 hour of pay at Plaintiff's, the other class member's, and the other aggrieved
 15 employees' regular rate of pay when a rest period was missed, shortened, late,
 16 and/or interrupted, and they did not receive all rest periods or payment of one
 17 additional hour of pay at Plaintiff's, the other class members', and the other
 18 aggrieved employees' regular rate of pay when a rest period was missed,
 19 shortened, late, and/or interrupted.

20 42. Plaintiff is informed and believes, and based thereon alleges, that
 21 Defendants knew or should have known that Plaintiff, the other class members,
 22 and the other aggrieved employees were entitled to receive at least minimum
 23 wages for compensation and that they were not receiving at least minimum wages
 24 for all hours worked. Defendant's failure to pay minimum wages included, *inter*
 25 *alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff,
 26 the other class members, and the other aggrieved employees worked off-the-clock
 27 performing work duties and Defendants' implementation of an improper rounding
 28 procedure.

1 43. Plaintiff is informed and believes, and based thereon alleges, that
2 Plaintiff and other class members worked more minutes per shift than Defendants
3 credited them with having worked. Plaintiff alleges that Defendants policy,
4 practices, and/or procedures of “rounding” resulted in during which Plaintiff and
5 the other class members were under control of Defendants but were not
6 compensated.

7 44. Plaintiff is informed and believes, and based thereon alleges, that
8 Defendants knew or should have known that Plaintiff, the other class members,
9 and the other aggrieved employees were entitled to receive all wages owed to
10 them upon discharge or resignation, including overtime and minimum wages and
11 meal and rest period premiums, and they did not, in fact, receive all such wages
12 owed to them at the time of their discharge or resignation.

13 45. Plaintiff is informed and believes, and based thereon alleges, that
14 Defendants knew or should have known that Plaintiff, the other class members,
15 and the other aggrieved employees were entitled to receive all wages owed to
16 them during their employment. Plaintiff, the other class members, and the other
17 aggrieved employees did not receive payment of all wages, including overtime
18 and minimum wages and meal and rest period premiums, within any time
19 permissible under California Labor Code section 204.

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

1 47. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants knew or should have known that Defendants had to keep complete
3 and accurate payroll records for Plaintiff, and the other aggrieved employees in
4 accordance with California law, but, in fact, did not keep complete and accurate
5 payroll records. Defendants' failure included, *inter alia*, the failure to keep
6 accurate records of the hours worked by Plaintiff, the other class members, and
7 the other aggrieved employees.

8 48. Plaintiff is informed and believes, and based thereon alleges, that
9 Defendants knew or should have known that Plaintiff, the other class members,
10 and the other aggrieved employees were entitled to reimbursement for necessary
11 business-related expenses.

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

20 50. During the relevant time period, Defendants failed to pay overtime
21 wages to Plaintiff, the other class members, and the other aggrieved employees
22 for all overtime hours worked. Plaintiff, the other class members, and the other
23 aggrieved employees did not receive overtime compensation at one-and-one-half
24 times the regular rate for all hours spent performing were required to work more
25 than eight (8) hours per day, forty (40) hours per week, and/or six (6) consecutive
26 days in a workweek without overtime compensation for all overtime hours
27 worked.

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1 51. During the relevant time period, Defendants failed to provide all
2 requisite uninterrupted meal and rest periods to Plaintiff, the other class members,
3 and the other aggrieved employees.

4 52. During the relevant time period, Defendants failed to pay Plaintiff,
5 the other class members, and the other aggrieved employees at least minimum
6 wages for all hours worked.

7 53. During the relevant time period, Defendants failed to pay Plaintiff,
8 the other class members, and the other aggrieved employees all wages owed to
9 them upon discharge or resignation.

10 54. During the relevant time period, Defendants failed to pay Plaintiff,
11 the other class members, and the other aggrieved employees all wages within any
12 time permissible under California law, including, *inter alia*, California Labor
13 Code section 204.

14 55. During the relevant time period, Defendants failed to provide
15 complete or accurate wage statements to Plaintiff, and the other aggrieved
16 employees.

17 56. During the relevant time period, Defendants failed to keep complete
18 or accurate payroll records for Plaintiff, and the other aggrieved employees.

19 57. During the relevant time period, Defendants failed to reimburse
20 Plaintiff, the other class members, and the other aggrieved employees for all
21 necessary business-related expenses and costs.

22 58. During the relevant time period, Defendants failed to properly
23 compensate Plaintiff, the other class members, and the other aggrieved employees
24 pursuant to California law in order to increase Defendants' profits.

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

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FIRST CAUSE OF ACTION

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

(Against PSYCHEMEDICS CORPORATION and DOES 1 through 100)

60. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 59, and each and every part thereof with the same force and effect as though fully set forth herein.

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

62. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, and/or for the first eight (8) hours worked on the seventh day of work in a workweek.

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

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

65. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week performing work duties off-the-clock such as performing data entry, analyzing hair samples, weighing hair samples, cleaning and organizing work stations, gathering supplies necessary for work-related tasks, receiving and answering work-related questions from supervisors and managers. By way of example, during the period of approximately October 2016 to November 2016, Plaintiff was not compensated at an overtime rate for all time worked in excess of eight (8) hours per day.

66. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members. Plaintiffs and the other class members did not receive overtime compensation at one and one-half times their regular hourly rate of pay for all hours spent performing job duties in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work

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

68. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against PSYCHEMEDICS CORPORATION and DOES 1 through 100)

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and

1 effect as though fully set forth herein.

2 70. At all relevant times, the IWC Order and California Labor Code
3 sections 226.7 and 512(a) were applicable to Plaintiff's and the other class
4 members' employment by Defendants.

5 71. At all relevant times, California Labor Code section 226.7 provides
6 that no employer shall require an employee to work during any meal or rest
7 period mandated by an applicable order of the California IWC.

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

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

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

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1 75. During the relevant time period, Plaintiff and the other class
2 members who were scheduled to work for a period of time in excess of six (6)
3 hours were required to work for periods longer than five (5) hours without an
4 uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

5 76. During the relevant time period Plaintiff and the other class
6 members' meal periods were missed, shortened, taken late, and/or were
7 interrupted because Defendant required them to perform work duties including
8 but not limited to data entry, analyzing hair samples, weighing hair samples,
9 cleaning and organizing work stations, gathering supplies necessary for work-
10 related tasks, receiving and answering work-related questions from supervisors
11 and managers. Plaintiff and the other class members were required to reach strict
12 performance requirements set by Defendants, even when it resulted in late,
13 missed, shortened, or interrupted meal periods.

14 77. As a result, Defendant failed to relieve Plaintiff and the other class
15 members of all duties, failed to relinquish control over Plaintiff and the other
16 class members' activities, failed to permit Plaintiff and the other class members a
17 reasonable opportunity to take, and impeded or discouraged them from taking
18 thirty (30) minute uninterrupted meal periods no later than the end of their fifth
19 hour of work for shifts lasting at least six (6) hours, and/or to take second thirty
20 (30) minute uninterrupted meal periods no later than their tenth hour of work for
21 shifts lasting more than ten (10) hours.

22 78. During the relevant time period, Defendants intentionally and
23 willfully required Plaintiff and the other class members to work during meal
24 periods and failed to compensate Plaintiff and the other class members the full
25 meal period premium for work performed during meal periods.

26 79. During the relevant time period, Defendants failed to pay Plaintiff
27 and the other class members the full meal period premium due pursuant to
28 California Labor Code section 226.7.

80. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against PSYCHEMEDICS CORPORATION and DOES 1 through 100)

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

83. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

84. At all relevant times, 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.

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

86. During the relevant time period, Plaintiff and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendants required them to perform work duties including but not limited to data entry, analyzing hair samples, weighing hair samples, cleaning and

organizing work stations, gathering supplies necessary for work-related tasks, receiving and answering work-related questions from supervisors and managers. Plaintiff and the other class members were required to reach strict performance requirements set by Defendants, even when it resulted in late, missed, shortened, or interrupted rest periods. By way of example, Plaintiff was not provided with an uninterrupted ten (10) minute rest period for every major fraction of four (4) hours approximately four to five times per work week while employed with Defendants.

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

88. As a result, Defendant failed to provide, authorize, and/or permit Plaintiff and other class members to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

89. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

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

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

1 provided.

2 **FOURTH CAUSE OF ACTION**

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

4 **(Against PSYCHEMEDICS CORPORATION and DOES 1 through 100)**

5 92. Plaintiff incorporates by reference the allegations contained in
6 paragraphs 1 through 91, and each and every part thereof with the same force and
7 effect as though fully set forth herein.

8 93. At all relevant times, California Labor Code sections 1194, 1197,
9 and 1197.1 provide that the minimum wage to be paid to employees, and the
10 payment of a lesser wage than the minimum so fixed is unlawful.

11 94. During the relevant time period, Defendants failed to pay minimum
12 wage to Plaintiff and the other class members as required, pursuant to California
13 Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay
14 minimum wages included, *inter alia*, Defendants' effective payment of zero
15 dollars per hour for hours Plaintiff and the other class members worked off the
16 clock performing work duties. For example, Defendants failed to pay Plaintiff
17 for all overtime hours worked during the period of approximately October 2016
18 to November 2016.

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

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

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

FIFTH CAUSE OF ACTION

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

(Against PSYCHEMEDICS CORPORATION and DOES 1 through 100)

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

99. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

101. Plaintiff was not paid at the time of her discharge wages earned and unpaid throughout her employment, including but not limited to, minimum wages and overtime wages for time worked off-the-clock and meal and rest period premium payments.

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

103. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

104. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against PSYCHEMEDICS CORPORATION and DOES 1 through 100)

105. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 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.

107. At all times herein set forth, California Labor Code section 204 provides 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.

108. At all times herein set forth, California Labor Code section 204 provides 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.

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109. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

110. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

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

(Against PSYCHEMEDICS CORPORATION and DOES 1 through 100)

111. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

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

113. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including but not limited costs incurred to purchase supplies for business-related purposes and costs incurred using their personal vehicles for work travel.

114. Plaintiff purchased supplies, including but not limited to paper, pencils and organizers, at least once a month in order to keep her work station clean and organized because Defendants required employees' work stations to be clean to avoid contamination of hair samples. Defendants did not provide Plaintiff with a company vehicle to use in the performance of her job duties, and therefore, Plaintiff utilized her personal vehicle to travel to an off-site location for training during her employment.

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115. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

116. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 2689, et seq.)

(Against PSYCHEMEDICS CORPORATION and DOES 1 through 100)

117. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 116, and each and every part thereof with the same force and effect as though fully set forth herein.

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

119. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

120. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

121. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

122. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

123. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

124. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

Failure to Timely Pay Wages Upon Termination

125. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

126. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes

unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

127. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Reimburse Necessary Business Expenses

128. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

129. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty

provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

130. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

131. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act. Requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;

1 3. That counsel for Plaintiff be appointed as Class Counsel; and

2 4. That Defendants provide to Class Counsel immediately the names
 3 and most current/last known contact information (address, e-mail and telephone
 4 numbers) of all class members.

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

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

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

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

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

16 9. For such other and further relief as the Court may deem just and
 17 proper.

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

19 10. That the Court declare, adjudge and decree that Defendants violated
 20 California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders
 21 by willfully failing to provide all meal periods (including second meal periods) to
 22 Plaintiff and the other class members;

23 11. That the Court make an award to Plaintiff and the other class
 24 members of one (1) hour of pay at each employee's regular rate of compensation
 25 for each workday that a meal period was not provided;

26 12. For all actual, consequential, and incidental losses and damages,
 27 according to proof;

28 13. For premium wages pursuant to California Labor Code section

226.7(c);

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

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

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

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As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

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

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

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

44. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including, *inter alia*, Wage Order 4-2001.

1 45. For such other and further relief as the Court may deem just and
2 proper.

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4 Dated: October 6, 2022

LAWYERS *for* JUSTICE, PC

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6 By: /s/ Edwin Aiwarzian

7 Edwin Aiwarzian

8 *Attorneys for* Plaintiff
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