

02/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

LOYR, APC

YOUNG W. RYU, ESQ. (SBN 266372)

young.ryu@loywr.com

JOSHUA PARK, ESQ. (SBN 299572)

joshua.park@loywr.com

HENNA H. CHOI, ESQ. (SBN 306254)

henna.choi@loywr.com

1055 West 7th Street, Suite 2290

Los Angeles, California 90017

Telephone: (213) 318-5323

Facsimile: (800) 576-1170

Attorneys for Plaintiff, SANDRA LAMB

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

SANDRA LAMB, individually and on
behalf of all individuals similarly situated,

Plaintiff,

vs.

PERKINELMER, INC., a Massachusetts
corporation; JVT ADVISORS, LLC, a
Massachusetts limited liability company;
and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: 22STCV38033

**FIRST AMENDED CLASS ACTION
COMPLAINT**

- 1. FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF INDUSTRIAL WELFARE COMMISSION ORDER NO. 4 AND CAL. LABOR CODE §§ 200, 226, 500, 510, 1194, 1197, AND 1198;**
- 2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§ 1182.12, 1194, 1194.2, 1197;**
- 3. FAILURE TO PAY OVERTIME AND DOUBLETIME COMPENSATION IN VIOLATION OF CAL. LABOR CODE § 1194, ET SEQ.;**
- 4. FAILURE TO PROVIDE PROPER WAGE STATEMENTS IN VIOLATION OF CAL. LABOR CODE § 226;**
- 5. FAILURE TO PAY COMPENSATION UPON TERMINATION OF EMPLOYMENT IN VIOLATION OF CAL. LABOR CODE § 201-203**
- 6. VIOLATION OF LABOR CODE §§ 2698, ET SEQ. ("PAGA")**
- 7. VIOLATIONS OF CAL. B&P CODE §§ 17200, ET SEQ.; AND**
- 8. MISSED MEAL AND REST BREAKS IN**

**VIOLATION OF LABOR CODE §§ 200, 226.7,
512, AND 12 CALIFORNIA CODE OF
REGULATIONS § 11050**

DEMAND FOR JURY TRIAL

Plaintiff SANDRA LAMB, an individual and on behalf of all individuals similarly situated (“Plaintiff”), hereby brings this First Amended Class Action Complaint for Damages against Defendants PERKINELMER, INC., a Massachusetts corporation; JVT ADVISORS, LLC, a Massachusetts limited liability company; and DOES 1 through 25, inclusive, (collectively, “Defendants”) and states and alleges as follows:

THE PARTIES

1. Plaintiff was, at all times relevant to this Complaint, an adult individual living and working in Los Angeles County, California.

2. At all times relevant to this Complaint, Defendant PERKINELMER, INC. (“PEI”), is and was a Massachusetts corporation operating a business within the State of California, specifically in the County of Los Angeles.

3. At all times relevant to this Complaint, Defendant JVT ADVISORS, LLC (“JVT”), is and was a Massachusetts limited liability company operating a business within the State of California, specifically in the County of Los Angeles.

4. Plaintiff is unaware of the true names or capacities of Defendants sued herein under the fictitious names DOES 1–25 but prays for leave to amend and serve such fictitiously named Defendants pursuant to California Code of Civil Procedure section 474 once their names and capacities become known.

5. Plaintiff is informed and believes, and thereon alleges, that DOES 1–25 are the partners, agents, owners, shareholders, managers, principals or employees of Defendants and/or were acting on behalf of Defendants.

6. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by or is attributable to Defendants and/or DOES 1–25, each acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and

1 all Defendants were in accordance with, and represent the policy of, all Defendants. Plaintiff is
2 further informed believes and based thereon alleges that, at all material times alleged herein, each
3 defendant was completely dominated and controlled by its co-defendant and each was the alter ego of
4 the other.

5 7. At all times herein mentioned, Defendants, and each of them, ratified each and every
6 act or omission complained of herein. At all times herein mentioned, Defendants, and each of them,
7 aided and abetted the acts and omissions of each and all of the other Defendants in proximately
8 causing the damages herein alleged.

9 8. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
10 in some manner intentionally, negligently or otherwise responsible for the acts, omissions,
11 occurrences and transactions alleged herein.

12 **JURISDICTION**

13 9. This action is properly filed in the County of Los Angeles because the acts and
14 omissions that give rise to Plaintiff's claims took place in the County of Los Angeles, California, as
15 Plaintiff was employed by Defendants in the County of Los Angeles, California, and Defendants
16 transact business in this County.

17 10. This Court has jurisdiction over Defendants because Defendants have sufficient
18 minimum contacts with and regularly conduct business within the State of California, specifically in
19 the County of Los Angeles.

20 **FACTUAL ALLEGATIONS**

21 11. Plaintiff worked for Defendants as a non-exempt, hourly employee from on or around
22 October 14, 2020 until on or around October 6, 2021.

23 12. During their employment with Defendants, Plaintiff and the Class Members were
24 regularly required to wait in line for temperature checks at Defendants' worksites in the State of
25 California.

26 13. These required temperature checks forced employees to wait between two to five
27 minutes, due to the long lines which formed outside of the temperature check station, and/or due to
28 the amount of time it took to conduct temperature checks on each individual employee.

1 14. Nevertheless, Plaintiff and the Class Members were not compensated for any time
2 spent waiting in line at temperature checks.

3 15. Additionally, Defendants did not pay Plaintiff and Class Members for time spent
4 between the temperature checks and the start of their shifts.

5 16. In fact, due to the amount of time that Plaintiff and the Class Members worked during
6 their shifts, this unpaid time should have been compensated at the overtime rate.

7 17. Moreover, Plaintiff and the Class Members were also subjected to work under a
8 “Rounding Policy” that was not fair and neutral and resulted, over a period of time, in failure to
9 compensate the employees properly for all the time they have actually worked.

10 18. Additionally, throughout their employment with Defendants, Plaintiff and the Class
11 Members routinely worked for Defendants without being provided with a timely, off-duty ten-minute
12 paid rest period for every four (4) hours worked or major fraction thereof, as well as without being
13 provided with all thirty-minute timely and uninterrupted, duty-free meal periods. Despite the
14 aforementioned, during their employment with Defendants, Plaintiff and the Class Members were not
15 paid one (1) hour of pay at their regular rate of compensation for each work day where a legally
16 compliant meal period was not provided, as well as one (1) hour of pay at their regular rate of
17 compensation for each work day where a legally compliant rest period was not provided.

18 19. As a result of Defendants’ failure to pay all hours worked, meal and rest period
19 premium pay, and overtime wages, Defendants maintained inaccurate payroll records, and issued
20 inaccurate wage statements to Plaintiff and the Class Members, and failed to pay all final wages owed
21 to Plaintiff and the Class Members upon their separation of employment from Defendants.

22 20. Defendants have engaged in, and continue to engage in, unfair business practices in
23 California by practicing, employing and utilizing the employment practices and policies outlined
24 above.

25 21. Defendants’ utilization of such unfair business practices constitutes unfair
26 compensation and provide an unfair advantage over Defendants’ competitors. Defendants’ utilization
27 of such unfair business practices deprives Plaintiff and the Class Members of the general minimum
28 working standards and entitlement due to them under California law and the Industrial Welfare

1 Commission wage orders as described herein.

2 22. As a direct result of the wage and hour violations herein alleged, Plaintiff and the
3 Class Members have suffered, and continue to suffer, substantial losses related to the use and
4 enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in seeking to
5 compel Defendants to fully perform their obligations under state law, all to their respective damage in
6 amounts according to proof at the time of trial.

7 **CLASS ACTION ALLEGATIONS**

8 23. Plaintiff brings this action as a class action on behalves of the following defined Class:
9 The Class: All individuals who have been, or currently are, employed by Defendants as “non-
10 exempt employees” during the Class Period.

11 24. “Class Period” is defined as the time from December 5, 2018 through the date that
12 judgment is entered, based upon information and belief that the violations, as described more fully
13 hereinafter, began long before December 5, 2018 and are continuing. Plaintiff and members of Class
14 herein reserve the right to amend this Complaint to reflect a different Class Period as discovery in this
15 matter proceeds.

16 25. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during
17 the Class Period, hundreds of Class members have been employed by Defendants as non-exempt
18 employees in the State of California. Because so many persons have been employed by Defendants
19 in this capacity, the members of the Plaintiffs’ Class are so numerous that joinder of all members is
20 impossible and/or impracticable.

21 26. Commonality: Common questions of law, in fact, exist as to all members of the
22 Plaintiff’s Class *and predominate over any questions affecting solely individual members of the*
23 *Plaintiff’s Class. Among the questions of law and fact, that are relevant to the adjudication of Class*
24 *members claims are as follows:*

25 (a) Whether Defendants had/have policies and/or practices that result in hours worked not
26 being properly compensated;

27 (b) Whether Defendants unlawfully failed to properly calculate and pay overtime and
28 double time compensation due and owing to the Plaintiff and members of the Class in violation of

1 Labor Code § 1194;

2 (c) Whether Defendants' policy and/or practice of failing to accurately pay overtime to
3 Plaintiff and members of the Class violates applicable provisions of California Law, including Labor
4 Code sections, applicable Industrial Welfare Commission Orders, and applicable State Regulations;

5 (d) Whether Defendants had/have a policy and/or practice that results in the presentation
6 of inaccurate wage statements to Plaintiff and the Class;

7 (e) Whether Defendants unlawfully and/or willfully failed to furnish Plaintiff and Class
8 members with accurate, itemized wage statements upon payment of wages in violation of Labor Code
9 § 226;

10 (f) Whether Defendants had/have policies and/or practices that result in hours worked not
11 being properly compensated;

12 (g) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class members
13 of meal and rest breaks and pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512, and 12
14 CCR § 11040;

15 (h) Whether Defendants had/have a policy and/or practice of not paying Class members
16 all final wages owed upon termination of employment;

17 (i) Whether Defendants unlawfully and/or willfully failed to promptly pay compensation
18 owing to Plaintiff and Class members upon termination of their employment in violation of Labor
19 Code §§ 201-203;

20 (j) Whether Plaintiff and Class members sustained damages, and if so, the proper
21 measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;

22 (k) Whether Defendants violated the Unfair Competition Law of California, §17200, *et*
23 *seq.*, by violating the above-cited provisions, and treating Plaintiff and Class members unfairly by
24 failing to pay all wages due and for all hours worked, failing to provide meal and rest breaks, failing
25 to pay wages upon termination, failing to furnish an accurate, itemized wage statement upon payment
26 of wages and failing to pay all compensation due upon discharge.

27 27. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class.
28 Plaintiff, like other members of the Class working for Defendants in California, were subjected to

1 Defendants' policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of
2 those of other Class members.

3 28. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests
4 of the members of the Class and have retained counsel competent and experienced in both class
5 action and employment litigation.

6 29. Questions of law or fact common to Class members predominate over any questions
7 solely affecting individual Class members and class action is superior to other available methods for
8 the fair and efficient adjudication of this controversy.

9 30. Class action treatment will allow a large number of similarly situated Class members
10 to simultaneously and efficiently prosecute her common claims in a single forum without the
11 needless duplication of effort and expense that numerous individual actions would entail.

12 31. In addition, a class action will serve the important public interest of permitting Class
13 members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of
14 the sums owed to them.

15 32. Plaintiff knows of no difficulty which will be encountered in the management of this
16 litigation which would preclude its maintenance as a class action.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF INDUSTRIAL**
19 **WELFARE COMMISSION ORDER NO. 4 AND CAL. LABOR CODE §§ 200, 226, 500, 510,**
20 **1194, 1197, AND 1198**

21 **(By PLAINTIFF against All DEFENDANTS)**

22 33. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
23 herein, the allegations contained in all preceding paragraphs.

24 34. At all times relevant herein, Defendants were required to compensate its non-exempt
25 employees for all hours worked, pursuant to Industrial Welfare Commission Order 4, and Labor Code
26 §§ 200, 226, 500, 510, 1197, 1194 and 1198.

27 35. For the four (4) years preceding the filing of this action, Defendants failed to
28 compensate Plaintiff and the Class for all hours worked by not compensating them for work

1 performed as discussed herein.

2 36. As alleged above, Plaintiff and the Class were not paid the correct minimum wage,
3 overtime wage or double time rate for all the hours worked.

4 37. Under the aforementioned wage orders and regulations, Plaintiff and the Class are
5 entitled to recover compensation for all hours worked, but not paid, during the Class Period, plus
6 reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 1194, and penalties
7 pursuant to Labor Code §§ 203 and 226.

8 38. In violation of state law, Defendants have knowingly and willfully refused to perform
9 their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As
10 a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related
11 to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees
12 in seeking to compel Defendants to fully perform their obligations under state law, all to their
13 respective damage in amounts according to proof at time of trial.

14 39. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory
15 damages in amount according to proof at time of trial, but in amounts in excess of the jurisdiction
16 of this Court.

17 40. As a proximate result of the aforementioned violations, Plaintiff and the Class have
18 been damaged in an amount according to proof at time of trial.

19 41. Defendants' conduct described herein violates Industrial Welfare Commission Order
20 4, and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore, pursuant to 12 CCR §
21 11040 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiff and the Class are entitled to
22 recover damages for the nonpayment of wages of all hours worked that were improperly deducted
23 and/or not counted as a result of Defendants' policies, liquidated damages for underpayment of
24 minimum wages, penalties, reasonable attorneys' fees, expenses, and costs of suit.

25 42. WHEREFORE, Plaintiff requests relief as hereinafter provided.

26 **SECOND CAUSE OF ACTION**

27 FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§ 1182.12, 1194,
28 1194.2, 1197

(By PLAINTIFF against All DEFENDANTS)

43. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though set forth fully herein.

44. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage.

45. At all relevant times, Defendants failed and refused to pay Plaintiff and the Class the legal minimum wage in the State of California, as set forth in Labor Code §1182.12. Under California law, Plaintiff and the Class are entitled to at least the minimum wage for every hour worked.

46. Defendants' failure to pay the legal minimum wage to Plaintiff and the Class as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff and the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the straight time compensation paid and applicable minimum wage, including interest thereon.

47. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

48. Defendants have committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice, and in conscious disregard of Plaintiff and the Class' rights. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory damages in amounts according to proof at time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

49. Pursuant to Labor Code § 1194, Plaintiff requests that the court award reasonable attorneys' fees and costs incurred by Plaintiff in this action.

50. In addition, pursuant to Labor Code §1194.2, Plaintiff and the Class are entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

**FAILURE TO PAY OVERTIME AND DOUBLE TIME COMPENSATION IN VIOLATION
OF CAL. LABOR CODE SECTION 1194, *et seq.***

(By PLAINTIFF against All DEFENDANTS)

51. Plaintiff hereby re-alleges, and incorporates by reference as though set fully forth herein, all preceding paragraphs.

52. Pursuant to the applicable Industrial Welfare Commission Order and Labor Code §§ 200, 226, 500, 510, 1194, and 1198, Defendants were required to compensate Plaintiff and the Class for all overtime work performed for the benefit of Defendants, which is calculated at one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day; with double time after eight (8) hours on the seventh day of any work week, or after 12 hours in any work day.

53. Plaintiff and the Class were non-exempt employees entitled to the protections of the Industrial Welfare Commission and Labor Code §§ 200, 226, 500, 510, 1194, and 1198. During the course of Plaintiff's and the Class' employment, Defendants failed to compensate Plaintiff and the Class for all overtime and double-time hours worked as required under the aforementioned labor codes and regulations.

54. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all overtime and double time wages earned and all hours worked.

55. As a direct result, Plaintiff and the Class have suffered, and continues to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under

1 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
2 the minimum jurisdiction of this Court.

3 56. Defendants have committed the acts alleged herein knowingly and willfully, with the
4 wrongful and deliberate intention of injuring Plaintiff, from improper motives amounting to malice,
5 and in conscious disregard of Plaintiff's and the Class' rights. Plaintiff and the Class are thus entitled
6 to recover nominal, actual and compensatory damages in amounts according to proof at time of trial,
7 but in amounts in excess of the minimum jurisdiction of this Court.

8 57. Defendants' conduct described herein violates the Industrial Welfare Commission
9 Orders and Labor Code §§ 200, 226, 500, 510, and 1198. Therefore, pursuant to Labor Code §§ 200,
10 203, 226, 226.7, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of
11 overtime compensation Defendants owe Plaintiff and the Class plus interest, penalties, attorneys'
12 fees, expenses, and costs of suit.

13 58. WHEREFORE, Plaintiff requests relief as hereinafter provided.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE PROPER WAGE STATEMENTS IN VIOLATION OF CAL.**

16 **LABOR CODE § 226**

17 **(By PLAINTIFF against All DEFENDANTS)**

18 59. Plaintiff re-alleges and incorporates herein by reference all preceding paragraphs as
19 though each such Paragraph were fully set forth herein.

20 60. Labor Code §226(a) sets forth reporting requirements for employers when they pay
21 wages, as follows:

22 "Every employer shall . . . at the time of each payment of wages, furnish his or her employees
23 . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the
24 employee . . . (8) the name and address of the legal entity that is the employer..."

25 Section (e) provides: "An employee suffering injury as a result of a knowing and intentional
26 failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all
27 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
28 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an

1 aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and
2 reasonable attorneys' fees."

3 61. Defendants failed to accurately record the regular and overtime hours worked by
4 Plaintiff and the Class, and total wages due.

5 62. Plaintiff and the Class were damaged by this failure to provide accurate wage
6 statements because, among other things, Plaintiff was unable to determine the proper amount of
7 wages actually owed to her, and whether she had received full compensation therefore.

8 63. Plaintiff requests recovery of Labor Code § 226(e) penalties according to proof, as
9 well as interest, attorneys' fees and costs pursuant to Labor Code § 226(e), and all other damages,
10 attorneys' fees, costs, expenses and interest permitted by statute.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PAY COMPENSATION UPON TERMINATION OF EMPLOYMENT IN**
13 **VIOLATION OF CAL. LABOR CODE § 201-203**

14 **(By PLAINTIFF against All DEFENDANTS)**

15 64. Plaintiff hereby re-alleges and incorporates by reference all preceding paragraphs.
16 This cause of action is pled against all Defendants.

17 65. Labor Code § 201 provides, in relevant part, "[i]f an employer discharges an
18 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

19 66. Labor Code § 202 provides, in relevant part, "[i]f an employee not having a written
20 contract for a definite period quits his or her employment, his or her wages shall become due and
21 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of
22 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
23 quitting."

24 67. Pursuant to Labor Code § 201, upon Plaintiff's and Class members' terminations,
25 Defendants were required to pay all earned wages.

26 68. Defendants failed to compensate Plaintiff and Class members their entitled wages by
27 failing to compensate them for all hours worked including overtime, and failing to provide wage
28 statements reflecting the accurate number of hours worked per pay period. Plaintiff and the Class

1 members' wages remained unpaid even after their separation from employment.

2 **SIXTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE §§ 2698, ET SEQ. ("PAGA")**

4 **(By PLAINTIFF against All DEFENDANTS)**

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

7 70. On or around November 11, 2021, Plaintiff filed a notice with the Labor Workforce
8 and Development Agency ("LWDA") at their website pursuant to the Private Attorney General Act,
9 California Labor Code §§ 2698, *et seq.* ("PAGA") regarding Defendants. This notice was also sent to
10 the Defendants that same day via certified mail.

11 71. On or around January 12, 2023, Plaintiff filed an amended notice with the LWDA at
12 their website pursuant to PAGA. This amended notice was also sent to the Defendants that same day
13 via certified mail.

14 72. PAGA permits Plaintiffs to recover civil penalties for the violation(s) of the Labor
15 Code sections enumerated in Labor Code section 2699.5.

16 73. PAGA provides as follows: "[n]otwithstanding any other provision of law, a Plaintiff
17 may as a matter of right amend an existing complaint to add a cause of action arising under this part
18 at any time within 60 days of the time periods specified in this part."

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

21 a. Defendants' Failure to pay all hours in violation of Industrial Welfare Commission
22 order no. 9 and Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198;

23 b. Defendants' Failure to pay the minimum wage in violation of Industrial Welfare
24 Commission Order

25 c. Defendants' Failure to pay overtime compensation in violation of Labor Code §1194
26 *et seq.*;

27 d. Defendants' failure to provide accurate wage statements in violation of Labor Code §
28 226;

1 e. Defendants' failure to timely pay all final wages due, including upon their separation
2 of employment, in violation of Labor Code §§ 201-203; and

3 f. Defendants' failure to provide all legally required meal and rest periods in violation of
4 Industrial Welfare Commission Order No. 5 and Labor Code § 226.7 and 512, 516, 558, and 1198.

5 75. California Labor Code section 1174 provides that "[e]very person employing labor in
6 this state shall ... [k]eep a record showing the names and addresses of all employees employed and
7 the ages of all minors" and "[keep, at a central location in the state or at the plants or establishments
8 at which employees are employed, payroll records showing the hours worked daily by and the wages
9 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
10 employed at the respective plants or establishments..."

11 76. California Labor Code section 210 provides: "In addition to, and entirely independent
12 and apart from, any other penalty provided in this article, every person who fails to pay the wages of
13 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall
14 be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
15 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
16 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
17 amount unlawfully withheld."

18 77. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf
19 of an employer who violates, or causes to be violated, a section of this chapter or any provision
20 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
21 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
22 employee for each pay period for which the employee was underpaid in addition to an amount
23 sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100)
24 for each underpaid employee for each pay period for which the employee was underpaid in addition
25 to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section
26 shall be paid to the affected employee." Labor Code section 558(c) provides "[t]he civil penalties
27 provided for in this section are in addition to any other civil or criminal penalty provided by law."

28 78. Defendants, at all times relevant to this complaint, were employers or persons acting

1 on behalf of an employer(s) who violated Plaintiffs' rights by violating various sections of the
2 California Labor Code as set forth above.

3 79. As set forth above, Defendants have violated numerous provisions of both the Labor
4 Code sections regulating hours and days of work as well as the applicable order of the IWC.
5 Accordingly, Plaintiff seeks the remedies set forth in Labor Code section 558 for himself, the State of
6 California, and all other aggrieved employees.

7 80. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
8 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
9 collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the
10 State of California against Defendant, in addition to other remedies, for violations of California Labor
11 Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and
12 1198.

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATIONS OF CAL. B&P CODE §§ 17200, *et seq.***

15 **(By PLAINTIFF against All DEFENDANTS)**

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

18 82. Section 17200 of the California Business and Professions Code prohibits any
19 unlawful, unfair or fraudulent business act or practice.

20 83. Plaintiff and the Class have suffered and continues to suffer injury in fact and
21 monetary damages as a result of Defendants' actions. The actions by Defendants as herein alleged
22 amount to conduct which is unlawful and a violation of law. As such, said conduct amounts to unfair
23 business practices in violation of Business and Professions Code § 17200, *et seq.*

24 84. Defendants' conduct as herein alleged has damaged Plaintiff by denying him wages
25 due and payable, and by failing to provide proper wage statements. Defendants' actions are thus
26 substantially injurious to Plaintiff causing him injury in fact and loss of money.

27 85. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
28 due to Plaintiff.

86. The amount of wages due Plaintiff can be readily determined from Defendants' records. Plaintiff is entitled to restitution of monies due and obtained by Defendants during the period of last 4 years as a result of Defendants' unlawful and unfair conduct.

87. Defendants course of conduct, acts, and practices in violation of the California law as mentioned in each paragraph above constitutes a separate and independent violation of §17200 etc. of the Business and Professions Code.

88. The harm to Plaintiff of being wrongfully denied lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies and practices and, therefore, Defendants' actions described herein constitute an unfair business practice or act within the meaning of Business and Professions Code § 17200.

89. Defendants' conduct described herein threatens an incipient violation of California's wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly threatens or harms competition.

90. Defendants' course of conduct described herein further violates Business and Professions Code 17200 in that it is fraudulent, improper, and unfair.

91. The unlawful, unfair, and fraudulent business practices and acts of Defendants as described herein above have injured Plaintiff in that he was wrongfully denied the timely and full payment of wages due to him.

EIGHTH CAUSE OF ACTION

**MISSED MEAL AND REST BREAKS IN VIOLATION OF CAL. LABOR CODE §§ 200,
226.7, 512 AND 12 CALIFORNIA CODE OF REGULATIONS § 11050**

(By PLAINTIFF against All DEFENDANTS)

92. Plaintiff hereby re-alleges, and incorporates by reference as though set fully forth herein, the allegations contained in all preceding paragraphs.

93. Throughout the employment of Plaintiff and the Class, Defendants failed to provide meal and rest breaks as required by law.

94. In addition, Defendants failed to pay Plaintiff and the Class the full statutory penalty for all missed meal and rest periods.

95. Plaintiff and the Class are entitled to recover additional compensation for all meal and rest periods that were missed, but not paid for during his employment, plus penalties pursuant to Labor Code §§ 226.7, and 558

96. Defendants' conduct described herein violates the Industrial Welfare Commission Order 5-2001 sections 10 and 11, and Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and California Code of Regulations § 11040.

97. As a proximate result of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial and has suffered, and continue to suffer, substantial losses related to the use and enjoyment of such monies, and lost interest on such monies in seeking to compel Defendants to fully perform their obligation under state law. Plaintiff and the Class are thus entitled to recover nominal, actual, and compensatory damages in an amount according to proof at time of trial.

98. WHEREFORE, Plaintiff requests relief as hereinafter provided

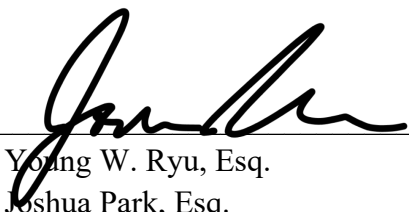
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For nominal damages;
2. For compensatory damages;
3. For equitable relief in the nature of declaratory relief, restitution of all monies due to Plaintiffs, and disgorgement of profits from the unlawful business practices of Defendants, and accounting;
4. For penalties permitted by Labor Code §§ 200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2698 et seq., and all other applicable sections;
5. For interest accrued to date;
6. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226, 1194 and 2698;
7. For reasonable attorneys' fees pursuant to Labor Code §§ 226, 1194, and 2698; and
8. For all such other and further relief that the Court may deem just and proper.

1 DATED: February 9, 2023

LOYR, APC

2
3
4 By: 

Young W. Ryu, Esq.

Joshua Park, Esq.

Henna H. Choi, Esq.

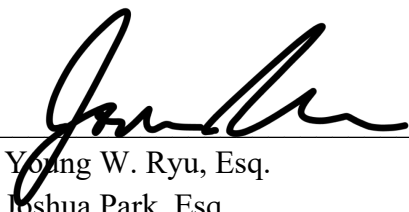
Attorneys for Plaintiff SANDRA LAMB

7
8 **DEMAND FOR JURY TRIAL**

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

10 DATED: February 9, 2023

LOYR, APC

11
12 By: 

Young W. Ryu, Esq.

Joshua Park, Esq.

Henna H. Choi, Esq.

Attorneys for Plaintiff SANDRA LAMB

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am over the age of 18 and am not a party to the within action. My business address is 1055 West 7th Street, Suite 2290, Los Angeles, CA 90017.

On February 9, 2023, I caused the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT** to be served on the parties in this action as follows:

Jeffrey K. Brown
jkb@paynefears.com
PAYNE & FEARS
4 Park Plaza, Suite 1100
Irvine, CA 92614
Telephone: (949) 851-1100
Facsimile: (949) 851-1212

Attorneys for Defendant JVT ADVISORS, LLC

Jonathan M. Brenner
jbrenner@ebglaw.com
EPSTEIN BECKER GREEN
1925 Century Park East, Suite 500
Los Angeles, CA 90067
Telephone: (310) 556-8861
Facsimile: (310) 553-2165

Attorneys for Defendant PERKINELMER, INC.

☒ **(BY ELECTRONIC MAIL)**

On the below date, I electronically served the foregoing document(s) to the electronic service address listed above pursuant to Code of Civil Procedure section 1010.6(a).

☒ **(STATE)**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 9, 2023, at Los Angeles, California.


Joshua Park