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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Sonia Krohn, Deputy

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This case has been assigned to Judge Mayne, John R
Dept. 21
Department _____, for all purposes including Trial.

Attorneys for Plaintiff
Demetrius Perofeta

SUPERIOR COURT OF CALIFORNIA
COUNTY OF STANISLAUS

19	DEMETRIUS PEROFETA, individually and on	)	CASE NO.	CV-22-001512
20	behalf of all aggrieved employees,	)		
21	Plaintiff,	)	PAGA REPRESENTATIVE ACTION	
22	v.	)	COMPLAINT FOR:	
23	LANCESOFT, INC., CVS HEALTH	)	(1) VIOLATION OF LABOR CODE §	
24	SOLUTIONS, LLC., and DOES 1 to 100,	)	2698, ET SEQ.	
25	Defendants.	)	<u>DEMAND OVER \$25,000.00</u>	
26		)		
27		)		
28		)		

Plaintiff Demetrius Perofeta ("Plaintiff"), hereby submits this Representative Action

1 Complaint against Defendants Lancesoft, Inc. and CVS Health Solutions, LLC. (“Defendants”) and
2 Does 1-50 (hereinafter collectively referred to as “Defendants”), on behalf of himself and other
3 aggrieved employees of Defendants, for penalties pursuant to the Private Attorneys General Act
4 (“PAGA”) for Defendants’ violations of the California Labor Code, as follows:

5 PRELIMINARY ALLEGATIONS

6 1. Plaintiff Demetrius Perofeta is a resident of Stanislaus County.

7 2. Defendant LanceSoft, Inc. is a Virginia corporation authorized to do business in
8 California.

9 3. Defendant CVS Health Solutions, LLC. is a Delaware limited liability company
10 authorized to do business in California.

11 4. Plaintiff is unaware of the true names or capacities of Doe defendants 1 to 100 but
12 will amend the complaint pursuant to Code of Civil Procedure section 474 when names are known.

13 5. Plaintiff is informed and believes the acts alleged below were performed by or are
14 attributable to the named and Doe defendants (collectively, “Defendants”), each acting as the
15 other’s agent with legal authority to act on the other’s behalf.

16 6. Plaintiff is informed and believe each of the Defendants is in some manner
17 responsible for the acts, omissions, occurrences, and transactions alleged. Plaintiff is informed and
18 believe that Defendants are the partners, agents, owners, shareholders, managers or employees of
19 the other and acted on each other’s behalf.

20 7. Plaintiff worked for Defendants as a “Stocker” from approximately July 5, 2021 to
21 August 3, 2021 as a non-exempt employee.

22 8. IWC Occupational Wage Order 1 is applicable because Plaintiff and the other
23 Aggrieved Employees have been employed in the manufacturing industry.

24 9. Defendants utilized a policy of rounding all meal periods to one half hour,
25 regardless of the amount of time actually spent on meal break.

26 10. A result of this rounding policy was that Plaintiff and the Aggrieved Employees
27 were often shorted on their meal break time.

28

1 11. Plaintiff and the Aggrieved Employees were required to subject themselves to
2 security screenings upon arrival at the workplace before clocking in for the day and after clocking
3 out. Plaintiff and the Aggrieved Employees were not paid for this time.

4 12. Defendants each maintained a uniform policy of prohibiting Plaintiff and the
5 Aggrieved Employees from leaving the premises during their breaks (rest breaks and meal breaks
6 alike). Because they were required to remain on premises, they were not relieved of all duty, and
7 the breaks they received were therefore not compliant with Labor Code sections 226.7 and 512, or
8 IWC wage order number 1.

9 13. In addition, since Plaintiff and the Aggrieved Employees were not relieved of all
10 duty during meal periods, that time was compensable as time worked. However, Plaintiff and the
11 Aggrieved Employees were not paid for that time.

12 14. Since Plaintiff and the aggrieved employees routinely worked shifts of eight hours
13 or more before including the time for which they were not paid, much of these hours should have
14 been paid at the overtime rate of 1.5 times the employee's regular rate. Defendant's failure to pay
15 for this time is therefore also violation of Labor Code section 510.

16 15. Defendant's wage statements to Plaintiff and the Aggrieved Employees failed to
17 comply with Labor Code Section 226, subdivision (a) because they did not include on them the
18 total number of hours worked.

19 16. Because Defendants willfully failed to pay all wages due to their rounding policy,
20 their policy to subject workers to search off the clock, and their policy to require workers to remain
21 on site even though they are clocked out for their meal periods at all, it follows that such wages
22 were not paid to employees who were discharged or had quit on time as required by Labor Code
23 Section 201, 202, and 203.

24 17. On January 18, 2022, Plaintiff sent notice of intent to seek civil penalties under the
25 Private Attorney General Act ("PAGA") codified at Labor Code section 2698 *et seq.* to the Labor
26 and Workforce Development Agency ("LWDA") via its online portal, and simultaneously sent
27 notice to Defendants Lancesoft, Inc., and CVS HEALTH SOLUTIONS, LLC via certified mail.
28

1 18. More than 65 days have elapsed since notice was given to the LWDA. No notice of
2 intent to investigate was provided to Plaintiff from the LWDA.

3 JURISDICTION AND VENUE

4 19. This Court has jurisdiction over this action pursuant to the violations of the California
5 Labor Code detailed throughout this complaint.

6 20. Venue is proper in Stanislaus County because Plaintiff worked for Defendants there.

7
8 FIRST CAUSE OF ACTION

9 **VIOLATION OF LABOR CODE § 2698**

10 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

11 21. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
12 fully set forth herein.

13 22. Plaintiff brings this cause of action for violation of the Private Attorneys General
14 Act, as a proxy for the State of California and in this capacity, seeks penalties on behalf of all
15 Aggrieved Employees from January 18, 2021, through the present for Defendant's violations of
16 Labor Code sections 201, 202, 203, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, arising from
17 Defendant's policy and practice of: (a) failing to pay employees rest break violations, in violation
18 of Labor Code §§ 201, 202, 203, and 226.7; (b) failing to pay employees meal break violations in
19 violation of Labor Code §§ 201-203, 226.7 and 512; (c) failing to pay employees minimum and
20 regular wages for all hours worked in a workday and workweek, and failing to pay overtime wages
21 for all hours worked greater than eight hours in a day and/or greater than 40 hours in a workweek,
22 in violation of Labor Code §§ 201-203, 510, 558, 1194, 1197, and 1197.1; and (d) failing to pay
23 aggrieved employees who are no longer employed by Defendants their wages once they stopped
24 working for Defendant, in violation of Labor Code § 203; and (e) failing to provide accurate wage
25 statements, in violation of Labor Code § 226.

26 23. Based on the above-stated Labor Code violations, Plaintiff is an "aggrieved
27 employee" as defined in Labor Code § 2699(a). As such, Plaintiff will bring this cause of action on
28 behalf of the State of California for violations committed against all similarly situated Aggrieved
Employees of Defendants.

1 24. On or about January 18, 2022, Plaintiff sent written notice to the California Labor &
2 Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201, 202,
3 203, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, pursuant to the PAGA. In addition to the
4 LWDA, Plaintiff also sent his notice to Defendants via certified mail pursuant to Labor Code §
5 2699.3.

6 25. As of the date of the filing of this Complaint, the LWDA has not responded to
7 Plaintiff’s written notice nor indicated that it intends to investigate the Labor Code violations
8 provided for in the written notice.

9 26. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
10 applicable civil penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 226.7, 510,
11 512, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of himself and
12 other Aggrieved Employees.

13 **PRAYER FOR RELIEF**

14 1. WHEREFORE, Plaintiff prays for judgment for himself and all others on whose
15 behalf this suit is brought against Defendants, jointly and severally, as follows: Upon the First
16 Cause of Action, for penalties pursuant to California Labor Code §§ 226.3 and 2698, *et seq.*, for
17 costs and attorneys’ fees;

18 2. On all causes of action for attorneys’ fees and costs as provided by California Code
19 of Civil Procedure section 1021.5; and

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

21 Date: April 6, 2022

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