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Superior Court of California,
County of Alameda

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

STATE OF CALIFORNIA *ex rel.* SHARI
WILSON, as a Private Attorney General,

Plaintiff,

vs.

GETLABS, INC., a Delaware corporation;
GETLABS CALIFORNIA P.C., a California
corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: **25CV141947**

COMPLAINT

**(1) Violation of Cal. Labor Code § 2699
(Private Attorneys General Act)**

1 Plaintiff STATE OF CALIFORNIA *ex rel.* SHARI WILSON, as a Private Attorney
2 General (“Plaintiff”), brings suit for Plaintiff’s representative claims only, also known as non-
3 individual claims, pursuant to California Labor Code 2699, *et seq.* (“Private Attorneys General
4 Act claims”), based upon facts that either have evidentiary support or are likely to have
5 evidentiary support after a reasonable opportunity for further investigation and discovery, allege
6 as follows:

7 **JURISDICTION AND VENUE**

8 1. Plaintiff brings this action against Defendant VENTURA COASTAL, LLC and
9 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendant”) as a
10 representative action for Plaintiff’s representative claims only, also known as non-individual
11 claims, on behalf of herself and certain other current and former non-exempt employees of
12 Defendant against whom one or more of the alleged violations was committed (hereinafter
13 collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code
14 sections 2698, *et seq.* Plaintiff is an aggrieved employee against whom the alleged violations were
15 committed. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the
16 Superior Court and will be established according to proof at trial.

17 2. The Court has jurisdiction over this action pursuant to the California Constitution,
18 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
19 except those given by statute to other courts. The statutes under which this action is brought do
20 not specify any other basis for jurisdiction.

21 3. This Court has jurisdiction over Defendant because, upon information and belief,
22 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
23 intentionally avails itself of the California market so as to render the exercise of jurisdiction over
24 it by the California courts consistent with traditional notions of fair play and substantial justice.

25 4. Venue is proper in this Court because, upon information and belief, Defendant
26 maintains offices, has agents, and/or transacts business in the State of California, County of
27 Alameda.

28 //

PARTIES

5. Plaintiff SHARI WILSON is an individual residing in the State of California, County of Alameda. Plaintiff SHARI WILSON is not suing in her individual capacity; she is proceeding solely under the PAGA, on behalf of the State of California, for all aggrieved employees, including herself and other aggrieved employees.

6. Defendant GETLABS, INC. is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware and registered to do business in the State of California.

7. Defendant GETLABS CALIFORNIA P.C., is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California and registered to do business in the state of California.

8. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believe, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.

9. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Alameda, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

10. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, so as to make each of said Defendants employers and employers jointly liable

under the statutory provisions set forth herein.

GENERAL ALLEGATIONS

11. Defendants are a company that provides mobile phlebotomists.

12. Defendants employed Plaintiff to work as a Mobile Phlebotomist from approximately April 11, 2022 to approximately February 10, 2025.

13. At all relevant times set forth herein, Defendants employed Plaintiff and Aggrieved Employees as hourly-paid or non-exempt employees.

14. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff and Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff and Aggrieved Employees; and to hire and terminate the employment of Plaintiff and Aggrieved Employees.

15. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

16. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff and the Aggrieved Employees to work off-the-clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed. Defendants implemented time rounding practices that resulted in the systematic underpayment of wages to Plaintiff and the Aggrieved Employees, including minimum and overtime wages. In addition, Defendant routinely failed to permit Plaintiff and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of California law.

17. Throughout the time period involved in this case, Defendants implemented policies and practices which failed to provide Plaintiff and Aggrieved Employees with timely and

1 duty-free meal periods. Defendant routinely failed to relieve Plaintiff and Aggrieved Employees
2 of all duties during their meal periods, regularly failed to relinquish control over Plaintiff and
3 Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff and
4 Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded
5 or discouraged Plaintiff and Aggrieved Employees from taking thirty (30) minute uninterrupted
6 meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty
7 (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more
8 than ten (10) hours. Defendant also failed to maintain accurate records of meal periods taken by
9 Plaintiff and Aggrieved Employees.

10 18. Throughout the time period involved in this case, Defendants did not adequately
11 inform Plaintiff and Aggrieved Employees of their right to take meal periods under California
12 law. Moreover, Defendants systematically disregarded their own written policies regarding the
13 provision and timing of meal periods for Plaintiff and Aggrieved Employees. Instead,
14 Defendants' actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a
15 way the prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
16 and Aggrieved Employees to work through their meal periods, for which they were not
17 compensated.

18 19. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
19 and Aggrieved Employees premium wages for meal periods that were missed, late, interrupted,
20 or shortened in violation of California law. Defendants knew or should have known that Plaintiff
21 and Aggrieved Employees were entitled to receive all meal periods or payment of one additional
22 hour of pay at their regular rate of pay when a meal period was missed, short, late, and/or
23 interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally
24 compliant meal periods to Plaintiff and Aggrieved Employees, and routinely failed pay one
25 additional hour of pay to Plaintiff and Aggrieved Employees at their regular rate of pay when a
26 meal period was missed, short, late, and/or interrupted.

27 20. Throughout the time period involved in this case, Defendants implemented
28 policies and practices which prohibited Plaintiff and Aggrieved Employees from taking timely

1 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff
2 and Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting
3 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
4 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
5 permit, and provide such rest breaks in the middle of each work period.

6 21. Throughout the time period involved in this case, Defendants did not adequately
7 inform Plaintiff and Aggrieved Employees of their right to take rest periods under California law.
8 Moreover, Defendants systematically disregarded their own written policies regarding the
9 provision and timing of rest periods for Plaintiff and Aggrieved Employees. Instead, Defendants'
10 actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a way that
11 regularly prohibited them from taking timely and duty free rest periods, and to regularly require
12 Plaintiff and Aggrieved Employees to work through their rest periods.

13 22. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
14 and Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or
15 shortened in violation of California law. Defendants knew or should have known that Plaintiff
16 and Aggrieved Employees were entitled to receive all rest periods or payment of one additional
17 hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
18 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
19 Plaintiff and Aggrieved Employees to take duty-free rest periods, and failed to pay one additional
20 hour of pay to Plaintiff and Aggrieved Employees at their regular rate of pay when a rest period
21 was missed, short, late and/or interrupted.

22 23. Throughout the time period involved in this case, Defendants regularly required
23 Plaintiff and Aggrieved Employees to perform work off-the-clock. Although Defendants
24 prohibited overtime, Defendants still regularly required Plaintiff and Aggrieved Employees
25 complete all of their assigned duties. To do so, Plaintiff and Aggrieved Employees were regularly
26 required to perform work off-the-clock for which they were not compensated.

27 24. Throughout the time period involved in this case, Defendants employed a time
28 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,

ensuring that Plaintiff and the Aggrieved Employees were oftentimes not paid for all time worked.

25. Throughout the time period involved in this case, Defendants implemented policies that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

26. Throughout the time period involved in this case, Plaintiff and Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

27. Throughout the time period involved in this case, Defendants regularly failed to pay overtime compensation to Plaintiff and Aggrieved Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime or double overtime compensation and that they were not receiving wages for overtime or double overtime compensation.

28. Throughout the time period involved in this case, Defendants failed to pay overtime to Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

29. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff and Aggrieved Employees at the required minimum wage pursuant to California law, and requiring Plaintiff and Aggrieved Employees to perform work off the clock.

30. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked. Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendant's failure to pay minimum wages included, *inter*

1 *alia*, failing to pay Plaintiff and the Aggrieved Employees at the required minimum wage pursuant
2 to California law, requiring Plaintiff and the Aggrieved Employees to perform work off the clock.

3 31. Throughout the time period involved in this case, Defendants regularly failed to
4 pay Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
5 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled
6 to receive all wages owed to them upon termination within the time permissible under California
7 Labor Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all
8 final wages owed to them upon discharge or resignation, including overtime compensation and
9 minimum wages within any time permissible under California Labor Code section 202.

10 32. Throughout the time period involved in this case, Defendants regularly failed to
11 pay Plaintiff and Aggrieved Employees all wages within any time permissible under California
12 law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have
13 known that Plaintiff and Aggrieved Employees were entitled to receive all wages owed to them
14 during their employment. Plaintiff and Aggrieved Employees did not receive payment of all
15 wages, including overtime compensation, minimum wages, and meal and rest period premiums,
16 within any time permissible under California Labor Code section 204.

17 33. Throughout the time period involved in this case, Defendants regularly failed to
18 provide complete or accurate wage statements to Plaintiff and Aggrieved Employees. Defendants
19 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
20 complete and accurate wage statements in accordance with California law, but, in fact, they did
21 not receive complete and accurate wage statements from Defendants. The deficiencies included,
22 *inter alia*, the failure to include the total number of hours worked, the actual gross wages earned,
23 and the correct rates of pay.

24 34. Throughout the time period involved in this case, Defendants regularly failed to
25 keep complete or accurate payroll records for Plaintiff and Aggrieved Employees. Defendants
26 knew or should have known that Defendants was required keep complete and accurate payroll
27 records for Plaintiff and Aggrieved Employees in accordance with California law, but, in fact, did
28 not keep complete and accurate payroll records.

35. Throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to Plaintiff's and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

36. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff and Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

37. On or about May 28, 2025, Plaintiff notified Defendant via certified mail and filed an online PAGA claim notice with the California Labor and Workforce Development Agency (“LWDA”) identifying Defendants’ violations of the California Labor Code identified in this Complaint and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code section 2698 *et seq.* in accord with Cal. Lab. Code section 2699.3. As of the filing of this Complaint, the LWDA has not responded to Plaintiff’s PAGA claim notice.

FIRST CAUSE OF ACTION

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

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

39. Plaintiff brings her first and only cause of action as a representative action on behalf of herself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. (“PAGA”).

40. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through

1 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
2 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
3 2699(a).

4 41. Plaintiff was employed by Defendants and the Labor Code violations alleged above
5 were committed against her during her time of employment. Plaintiff and the other non-exempt
6 employees of Defendants are therefore “aggrieved employees” as defined by California Labor
7 Code section 2699(c) in that they are all current or former employees of Defendant, and the alleged
8 violations were committed against them.

9 42. As set forth in detail above, during all times relevant to this Action, Defendants
10 has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
11 Codes by:

- 12 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
13 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 14 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
15 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 16 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
17 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
18 hour of premium pay for meal period violations in violation of Labor Code §§
19 226.7 and 512.
- 20 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
21 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
22 Employees an additional hour of premium pay for rest period violations in
23 violation of Labor Code §§ 226.7 and 512.
- 24 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of
25 their employment in violation of Labor Code § 203.
- 26 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
27 during employment in violation of Labor Code § 204.

g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

43. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

44. Plaintiff has exhausted her administrative remedies pursuant to Labor Code § 2699.3. On May 28, 2025, Plaintiff, through her counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the mailing of Plaintiff's May 28, 2025 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for herself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

45. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs

pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of all other aggrieved employees, and as a private attorney general, prays for relief and judgment against Defendant, jointly and severally, as follows:

As to the First Cause of Action

1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;
2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or other applicable statutes; and
3. For such other relief as the Court deems just and proper

Dated: September 10, 2025

PROTECTION LAW GROUP

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