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May 13, 2025

VIA ONLINE SUBMISSION
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html
LWDA- Dept. of Industrial Relations

Re: Notice of PAGA Claim: *OK v. THERMO FISHER SCIENTIFIC PSG CORPORATION, a Delaware corporation; LIFE TECHNOLOGIES CORPORATION, a Delaware corporation*

Dear LWDA:

Claimant, Mavuon Ok ("Claimant") intends to file a cause of action under the Private Attorneys General Act, Cal. Labor Code §2699 *et seq.* ("PAGA") against his former joint employers Thermo Fisher Scientific PSG Corporation, a Delaware corporation and Life Technologies Corporation, a Delaware corporation or "Respondents"). Complainant alleges the following facts and legal theories in support of his claims for violations of Cal. Labor Code §§ 98.6, 201(a), 216, 221, 226(a), 226.7(b), 232.5(a) and (c), 1102.5(a)-(c) which constitute the basis for Complainant's PAGA action below, subject to amendment:

I. SPECIFIC FACTS SUPPORTING LABOR CODE VIOLATIONS.

Complainant is a brilliant and highly experienced scientist who holds a B.S. in Chemistry and pursuing a Master's in Biotechnology from the University of San Francisco. He has worked as a Staff Research Associate at the University of California, San Francisco Cancer Center, and as a Clinical Manufacturing Quality Control Analyst 1 (Associate) and 2 (Specialist) at Stanford School of Medicine, Laboratory for Cell and Gene Medicine.

On October 14, 2022, Complainant's impressive educational background, credentials and work history gained the attention of Thermo Fisher Scientific, Advanced Therapies- Cell & Gene Therapies, Pharma Services Group, and wholly own subsidiary Life Technologies Corporation ("TFS") who offered him a position as a Quality Control Scientist 2 in the San Francisco "Therapies Facility." The offer letter specified an hourly rate of $51.00 per hour ($106,080 annual) plus bonus through TFS' "Annual Incentive Plane ("AIP"), calculated by meeting a bonus target of 7% of his base pay subject to multiplier of 0-2. He also received substantial fringe benefits, including 401k, stock options with a 5% discounted purchase price, sick, vacation, long term disability benefits and tuition reimbursement for continuing education in the amount of $10,000 per year, along with other allowances.

Reporting to Greg Randal, Quality Head, Dylan Valdez, Quality Control Supervisor and Kevin Manz, Quality Control Manager (replaced initial report, Chris Zappile, Manager QC), Complainant excelled in his work, was well liked by his coworkers and supervisors and received positive performance reviews without any record of violation of company policy or discipline. Effective March 31, 2024, Complainant received a 3.90% Merit Increase in base pay in the amount of $52.99 per hour and was "awarded" an AIP bonus for "contributing to Thermo Fisher's success during the previous year [2023]." He was, by all accounts, a rising star in the bioscience industry and a valued asset of TFS/LTC until he made complaints about wages, disclosed his disability, requested reasonable accommodations and exercised his rights to oppose discrimination and retaliation.

In mid-February 2024, Complainant learned that there was an error in the calculation of his base salary in the 2023-2024 "Total Compensation Process Statement," ("TCPS") which was miscalculated according to his contract. The "Target Bonus" under the contract is calculated by 7% of his base salary $106,080 resulting in a target bonus of $7,425.60. Except, the TCPS miscalculated the percentage identifying the Target Bonus of $6,801.46. The TCPS stated that he met 56% of the target bonus and would be paid $3,809. Had they correctly calculated the bonus based on the 7% figure ($7,425.60), Complainant would have received $4,158.34 instead of $3809, a difference of $349.34.

As a result, on March 1, 2024, Complainant sent an email to Mr. Randal, requesting that the error be corrected and attached a copy of his check and notated the differential loss resulting from the error. He also invited them to advise if his "math" was incorrect, however, Mr. Randal did not respond to his email and no correction was made.

On May 24, 2024, Complainant received an email from the TFS Payroll Department ("Workday" App) notifying him that his timecard was rejected for working 4.87 hours overtime on May 21, 2024 and directed him to contact his manager to inquire regarding the reason his overtime was not approved.

Per this directive, on May 28, 2024, Complainant emailed Mr. Valdez asking for assistance regarding his timecard rejection from Workday. Mr. Valdez responded by stating that he (verbally) informed "the team" the week before that any overtime would require justification including what was accomplished and the reason for overtime. His directive did not provide any details regarding what "justifications" would be acceptable to him, nor did he state that his pre-approval was required before employees could work overtime, nor otherwise identify TFS overtime policies that supported his verbal "policy" on overtime.

Moreover, Complainant did provide a justification for the overtime on his timecard and made a written entry in the overtime log and advised Mr. Valdez, including providing copies of his timecard entry and the log with comment. Notwithstanding that neither his timecard nor the log allow for more than three or four words to state the reason for overtime, Mr. Valdez refused to approve it, on the asserted grounds that Complainant could have completed the work in 8 hours. Complainant responded by asking what he should do in this circumstance because Mr. Valdez was present the entire time he was working but did not tell Complainant to stop working or question why he was still working.

Mr. Valdez admitted that he was there working late but then asked, "what is the reason that we had to stay late that day?" identifying Complainant's failure to work more efficiently as the reason they had to work late. Complainant responded:

> There were 2 [sic] justifications as below:
> 1. Testing 8 samples following GMP requirement takes longer time than 1 sample and non-GMP requirement. There are some steps that require calculation checks before moving forward.
> 2. The 8 samples had low cell densities, so QC management team and I had to troubleshoot the issue and discussed it with AD manager to get her confirmation to move forward.
> 3. The approved form from QC management team was not complete, so I also worked and addressed the comments from QA and QC management team at the same time.
> 4. I don't think QC team has a formal GMP training on how to document the data following the GMP requirements from the first draft/note yet, so there are a lot of uncertainties, and I think we need a clear guidance.
> 5. AD scientist also shadowed me on the day as well.
>
> Those 5 main reasons caused me to work longer than 8 hours. I appreciated your help; otherwise, I would have stayed even longer. Thank you. If you think that the OT is unjustified, I can adjust it to 8 working hours on 21MAY2024.

Without any substantive response, Mr. Valdez again refused to approve the overtime, stating "I understand your points but I do not think that the OT is justified." Pressured into compliance, Complainant removed the 4.87 overtime hours from his timecard and resubmitted it for payment.

Under these circumstances and having received no response regarding his complaints about his compensation, on June 7, 2024, Complainant decided to escalate his complaints and called Human Resources Director, Tony Farero to report the error in his bonus compensation and Mr. Valdez' refusal to approve the overtime hours he worked on May 21, 2024. Mr. Farero stated that he would "look into it" but never followed-up or responded to Complainant's complaints about his wages.

On June 11, 2024, Complainant received an email from the TFS Payroll Department advising that they determined that he was overpaid by 4.87 hours and requesting that he reimburse them by "personal check." Immediately following receipt of the notice, he emailed Mr. Valdez asking him if he could explain why he received the email. Mr. Valdez responded that it was an overpayment on his previous check and they wanted reimbursement.

This was confusing to Complainant because he had removed the 4.87 overtime hours he worked from his timecard as requested by Mr. Valdez, so he asked whether Mr. Valdez changed his timecard back to include the hours by accident and asked to discuss it with him. Unknown to Complainant, TFS Payroll processed payment based on the original time card before receiving the resubmission without the overtime hours resulting in the "overpayment notice" issued at Mr. Valdez' direction.

The following day, June 12, 2024, Mr. Valdez responded by referring him to his May 28, 2024 email thread regarding the May 21, 2024 overtime. This response did not clear up any confusion on the issue, other than Mr. Valdez' reiteration that his overtime hours were not approved. Complainant again requested to speak to Mr. Valdez, stating that he did not believe it was fair to refuse to pay him for the overtime hours he worked and declined to reimburse TFS for the "overpayment" he received for overtime work performed and declined to reimburse TFS as requested. Mr. Valdez did not respond further nor set a time to discuss his complaints.

Complainant also sent an email to Marilyn Hoffman, Sr. Human Resources Director regarding his June 7, 2024 complaint to Mr. Farero and the failure to respond to any of his complaints about his wages. He requested information regarding TFS' overtime policy and the basis for not using the 7% rate to calculate his targeted bonus in the 2024 TCPS as required by his contract. Ms. Hoffman did not respond.

On June 13, 2024, Complainant was directed to meet with April Muir, Quality Assurance Director and Eve Vandewiele, Sr. Human Resources Director regarding Complainant's alleged failure to follow "Good Manufacturing Practices" (GMP). This issue was never previously raised, likely because Complainant was not trained on GMP nor was it ever indicated as a measure of performance. He tried to raise his complaints about the errors in his 2024 TCPS and the June 11, 2024 overpayment notice but his disclosures were ignored and management simply undertook the meeting as a disciplinary measure-—an obvious pretext to justify retaliation.

On June 17, 2024, Complainant received another email from the TFS Payroll rejecting his timecard for working through part of the meal period break on June 13, 2024, even though he was required to work by his supervisors including attending a meeting from 12:30 to 1:00 p.m. He emailed Mr. Valdez requesting assistance to explain the rejection of his timecard for June 13, 2024 and again inquired regarding the "overpayment of funds" notice he received requesting reimbursement of the May 21, 2024 overtime hours worked. He also advised of the reasons he was required to work through a portion of his lunch period. Mr. Valdez again refused to approve the overtime hours or authorize a meal period credit on grounds that he had not provided sufficient justification for payment.

Following a meeting regarding the "QC Team Build-up Discussion" later that day on June 17, 2024, Complainant emailed Mr. Valdez, Mr. Manz, Mr. Randall, Mr. Miller and Ms. Hoffman and disclosed that he had a disability and required an intermittent leave accommodation to obtain medical care, specifically, injections once every two months to treat his disability. He also advised that he would "work with [Mr. Valdez] to schedule the doctor's appointment and make sure that it cause[d] minimal effect on team productivities." Ms. Hoffman directed Complainant to complete TFS/LTC's reasonable accommodation paperwork.

On June 21, 2024, Complainant emailed Mr. Valdez and advised that he needed to leave work at 2:30 pm for a medical appointment on June 26, 2024. Mr. Valdez verbally approved the leave.

On June 24, 2024, Mr. Valdez walked into Complainant's cubicle and began yelling at him, publicly denigrating his work. Complainant emailed him after this incident and asked him not to yell at him, stating that he could instead send an email advising him of his directives. Mr. Valdez first denied that he was yelling at Complainant, then apologized for yelling at him.

On June 26, 2024 Complainant's doctor completed and provided the TFS "Functional Healthcare Information Questionnaire" to Dave Kokoski, Sr. Accommodations Advisor verifying that Complainant had a disability and required an intermittent leave accommodation to attend medical appointments once every two months.

When Complainant returned from his pre-scheduled medical appointment on June 26, 2024, Mr. Manz came into his cubical around 5:30 pm told him that he would be putting him on a Performance Improvement Plan ("PIP") "because he was a QC manager" and then threatened that he could send him home for the rest of the day.

On June 27, 2024, Complainant emailed Ms. Hoffman to advise that Mr. Manz threatened to send him home after his doctor's appointment and stated his intent to put him on a PIP without notice or warnings. Complainant stated that he believed Mr. Manz' conduct violated HR policy and requested that the TFS HR team "mediate the situation in which the supervisor/manager treats staff like an illegal immigrant working at a restaurant." Ms. Hoffman did not respond to his complaints.

Thereafter, Mr. Manz began bullying him and yelling at him on a regular basis regarding minor issues unrelated to his work product or performance. This was causing Complainant increasing emotional distress, particularly because his complaints were ignored, including a complaint made to Mary Graeselle, Senior HR Manager, that on July 1, 2024, Mr. Mantz came to his desk and raised his voice, initiating an intense conversation regarding his work performance and ignored his request to move the conversation to a private location. Complainant identified 11 witnesses that heard him yelling at him about his performance. Ms. Graeselle did not respond to his email.

On July 23, 2024, Kevin Manz send Complainant home after Complainant requested a meeting to go through his assignments and requested guidance on Mr. Manz's expectations.

By late July 2024, Complainant could no longer endure the bullying, yelling, micromanaging and interference with his reasonable accommodations. As a result, on July 23, 2024 he sent another request for "mediation" to Ms. Hoffman requesting intervention with respect to Mr. Manz' conduct towards him, including the failure to respond to his requests for training and assistance and to stop him from bullying and yelling at him in public spaces.

On July 24, 2024 Mr. Manz and Mr. Valdez gave Complainant the promised PIP for poor performance. Instead of meeting with him confidentially, Mr. Manz and Mr. Valdez walked Complainant to a glass-walled room by the hallway and began yelling and berating him. Mr. Manz physically pointed his finger at Complainant's face which intimidated him so much so that he felt coerced and forced to sign the PIP even though he did not agree with its contents. Later that day, Complainant sent an email to Sr. Human Resources Directors, Ms. Vandewiele and Mr. Farero regarding the defamatory PIP and the retaliation and discrimination he endured immediately following his complaints, reports and exercise of his rights. Complainant also disclosed that his disability to Ms. Vandewiele and Mr. Farero and again advised that he was being discriminated against because of disability and his requests for reasonable accommodation for leave. They did not respond to his complaints and did not initiate an investigation.

On July 25, 2024, Complainant sent an email to Ms. Hoffman to report Mr. Manz' and Mr. Valdez' abusive and discriminatory conduct towards him the day before involving the PIP. Ms. Hoffman did not respond to his complaint nor initiate an investigation. Instead, on information and belief, she informed Mr. Manz and Mr. Valdez that Complainant made complaints about them.

Less than a week later, on August 1, 2024, Mr. Valdez and Ms. Hoffman met with Complainant to provide him with a "written warning" of discipline for his "conduct" during the hallway PIP meeting in July 23, 2024. When Complainant tried to respond to deny the accusations stating that he never "yelled" at anyone and reminded them that the PIP came only after he disclosed his disability, made complaints about his wages and working conditions, when Mr. Valdez interrupted him and told him he no longer "felt comfortable with [him] anymore," criticized Complainant's "tone of voice," and walked out of the meeting without allowing Complainant to respond or defend himself. Mr. Valdez gave the clear implication that he was uncomfortable around a person with his disability. The warning stated as follows in pertinent part:

> After conducting an investigation, Employee Relations has determined that your behavior and conduct has been inappropriate. Your actions were found to be unprofessional and disruptive, resulting in an unpleasant and unproductive work environment for your colleagues. This behavior violates the company's Code of Conduct and 4i values. …[] You are not considered eligible for promotion or transfer within the company for one year from the date of the Written Warning[.]

The warning states that it was being issued by "Employee Relations" after "conducting an investigation" but it is clear from the content of the warning and timing of the warning, that no investigation by "Employee Relations" actually took place. The warning does not identify who conducted the investigation, does not contain the date of the "inappropriate conduct," does not identify which supervisors or managers the "inappropriate conduct" was directed to, does not identify the details of the "inappropriate conduct" (other than that Complainant "rais[ed] his voice [and/]or engag[ed] in … yelling,") does not identify any witnesses interviewed (Complainant was not interviewed), did not identify the specific violation of the Code of Conduct he was alleged to have violated; and was clearly not "determined" or "issued" by

"Employee Relations." The warning was written and issued by Mr. Valdez, with approval from Ms. Hoffman in direct response to Complainant's wage complaints, and the reports of discrimination and bullying he made against Mr. Manz and Mr. Valdez less than a week earlier on July 24 and 25, 2024.

According to TFS progressive disciplinary policy, a Written Warning is a step 4 measure of discipline skipping lesser disciplinary options, three first, second and third verbal counseling. In order to ensure that the written warning was warranted under TFS policy, Mr. Valdez states that he counseled (or "discussed") the issue of "yelling," including April 17, 2024, May 22, 2024 and July 1, 2024. Except, there is no documentation for disciplinary counseling on April 17 or May 22, 2024 (because this did not take place); and, the July 31, 2024 "PIP Progress Review" does not mention that Complainant engaged in "yelling" or "misconduct" of any kind. Instead, Mr. Valdez actually admits that the PIP was issued on the "topic of the Work Hour Accounting, email thread," which consists of Complainant's complaints about his wages and accounting errors and criticizes Complainant for his opposition and reporting activities involving his complaints against Mr. Manz and Mr. Valdez that the PIP was "an act of retaliation against [him]" for complaining about wages.

Nor is the reason given for the warning believable. Not only is Complainant an extremely respectful and softspoken man, with a quiet Cambodian accent, Complainant, previously confronted Mr. Valdez and Mr. Manz about "yelling" at him and made written complaints about both of them to Employee Relations. The notion that Complainant raised his voice or yelled at his supervisors is so absurd that it evidences a clear intent by management to create a false record of his character and performance. There were no witnesses to the "inappropriate conduct" other than Complainant, Mr. Valdez and Mr. Manz, which means they investigated themselves and used his authority as a supervisor to discipline Complainant for false and pretextual reasons.

As a result, on August 13, 2024 Complainant made another complaint to Ms. Hoffman about Mr. Valdez, advising that he believed he was also being discriminated against based on his disability and based on sexual orientation. Again, Ms. Hoffman ignored his complaint.

Three weeks later, on August 23, 2024, Mr. Valdez "handed" Complainant a document entitled "Final PIP Progress Review and Result" The Results stated, "Additional action will be required, which may include termination of employment."

On August 27, 2024, Complainant provided a medical certification from his doctor to Ms. Hoffman and Mr. Valdez which excused him from work on August 27 and 30, 2024 for medical appointments.

On September 4, 2024, Mr. Randal came into Complainant's cubicle, without notice or cause, and directed him to work from home and send a "Daily Check-in and Check-out" to Mr. Valdez. Complainant notified Mr. Valdez of the work from home directive and sent him an invite to communicate his Daily Check-In and Check Out," but he declined to accept the invite.

On September 11, 2024, management held a meeting for all staff, but did not notify or invite Complainant to participate, notwithstanding that he was working from home and not on leave or otherwise unavailable.

On September 13, 2024, Complainant tested positive for COVID-19 which can have deadly consequences for immune compromised people like Complainant. He emailed Mr. Valdez to advise that he had COVID-19 and asked for advice on who he should notify, but Mr. Valdez did not respond.

Having received no response from Mr. Valdez, on September 16, 2024, Complainant emailed Ms. Hoffman to advise he had COVID-19, provided her with a copy of his positive test result and asked when he could return to the office following the 10 day quarantine. She did not directly respond to him but sent out a company-wide notification stating that there was a "COVID-19 outbreak and all employees must wear masks." Clearly Complainant contracted COVID-19 at the worksite but was apparently expected to keep working. During this time, Complainant was not only ill, but the equipment he had been given to work from home was substandard. Specifically, the laptop screen was too small, which required him to split the screen into two parts while working on the project which interfered with his ability to work quickly and efficiently.

Complainant was sick for 10 days and did not test negative until September 30, 2024 when he requested to return to work in the office. He also notified Mr. Valdez that the laptop was too small for the work to be performed and needed to use his office computer. Mr. Valdez did not respond to his request to return to work or his reports of equipment difficulty.

On October 15, 2024, Complainant sent an email to Mr. Valdez, with copy to Mr. Randall, Ms. Hoffman and Jessica Neville, Human Resources Director, again advising that the laptop he was using was too small and was causing him to make errors as well as hurting his eyes. He further advised that he recovered from COVID and requested to return to the office. No one responded to his email.

Later that day, he emailed Mr. Valdez again with copy to Mr. Randall, Ms. Hoffman, Alexandra Connolly, Operations Training Specialist II and Gurwinder Singh, Quality Assurance Specialist III, to request training again, and on OJT, and notified him that he could no longer access to the "Active Vault" required to do perform his job duties.

On October 17, 2024, Complainant met with Mr. Valdez for his "Daily Check-in." Ms. Hoffman was invited to join the call, at which time she informed me that his last day of work was October 17 and he would be terminated effective October 31, 2024. Ms. Hoffman emailed him a Severance Agreement and Release of All Claims ("Agreement") in exchange for 4 weeks of severance pay and a waiver of his right to sue. Complainant refused to sign the Agreement.

Complainant received his final paycheck on October 18, 2024, but it did not include payment for his full bonus entitlement, remitting only $3,809, nor reimbursement for the 4.87 hours Complainant was required to pay back, nor reimbursement for meal/rest periods he was required to work through due to his attendance at a mandatory meeting with his supervisors June 14, 2024. Instead, "Overpayment [Recovery]" is identified as due and owing.

To date, Complainant has not been offered reinstatement or paid all wages due and continues to experience extreme emotional and financial distress.

II. LABOR CODE VIOLATIONS

A. Violation of Cal. Labor Code §§ 98.6, 1102.5(b) and (c): Retaliation.

Under Labor Code § 98.6, it is unlawful to discharge an employee or "in any manner" retaliate or take any adverse action against an employee because the employee has exercised any rights afforded him under the Labor Code. In this case, Complainant alleges predicate violations of predicate Labor Code §§ 201(a), 216, 221, 223, 226(a), 226.7(b), 232.5(a),(c), 1102.5(a)-(c).

Retaliation against employees for disclosing conduct or for refusing to participate in conduct reasonably believed to be in violation of law is also a violation of Cal. Labor Code § 1102.5(b) and (c), respectively.

Respondent's decisions to retaliate against and terminate Complainant were solely based upon Complainant's protected reporting and opposition activities involving his complaints of discrimination, internal whistleblower complaints and refusal to participate in Respondents' illegal wage take-back scheme in violation of Labor Code § 1102.5(b) and (c), respectively, also constitute a violation of Cal. Labor Code § 98.6. The timing between Complainant's protected acts and the adverse actions was a matter of days. Because there were no intervening acts unrelated to the exercise of protected activities, timing alone is sufficient to establish a claim for retaliation under all these statutes.

Complainant is therefore entitled to recover a civil penalty up to $10,000 pursuant to Cal. Labor Code §§ 98.6(b)(3) and 1102.5(f)(1) and/or PAGA penalties pursuant to Cal. Labor Code § 2699.3(e)(1), on behalf of himself and all other employees similarly aggrieved by a violation of §§ 98.6 and 1102.5(b)-(c) pursuant to the PAGA.

B. Labor Code §§ 1102.5(a) and 232.5(a): Imposition of Unlawful Policies and Procedures Intended to Silence Whistleblowers.

California Labor Code § 1102.5(a) prohibits employers from:

> [M]ak[ing], adopt[ing], or enforce[ing] any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public entity body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a

local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

Labor Code § 232.5(a) provides that it is an unlawful employment action to "[r]equire, as a condition of employment, that an employee refrain from disclosing information about the employer's working conditions."

Employers are liable for implementing unlawful policies and procedures whether verbal or written that have the purpose or effect of preventing whistleblowers from reporting violations of law, actual or reasonably perceived. Cal. Labor Code §§ 1102.5(a) and 232.5(a). In this case, Respondent maintained, implemented and imposed unlawful unwritten policies and protocols consciously selected from many lawful alternatives that had both the purpose and effect of interfering with Complainant's protected reporting and opposition activities, including his complaints regarding wages and exercise of rights to request reasonable accommodations or a finite medical leave for his disability. Despite the existence of written policies and procedures on anti-discrimination and anti-retaliation, Respondents permitted its managers to impose their own unlawful, unwritten policies and protocols to restrain and prevent Complainant from disclosing information about the discriminatory and unlawful working conditions.

Complainant is therefore entitled to recover penalties under the PAGA (Cal. Labor Code § 2699.3(e)(1)) on behalf of himself and any all other employees similarly aggrieved by a violation of § 232.5(a) and 1102.5(a).

C. Failure to Immediately Pay all Wages Earned at the Time of Discharge in Violation of Labor Code § 201(a).

Labor Code § 201(a) makes it unlawful for an employer to immediately pay all wages earned at the time of termination. In this case at the time of his termination, Complainant did not receive his full bonus check. Bonus' are considered "wages" under Labor Code § 200. Accordingly, Respondents violated Labor Code § 201(a)

Complainant is therefore entitled to recover penalties under the PAGA (Cal. Labor Code § 2699.3(e)(1)) and/or civil penalties under § 203 equivalent to 30 days of compensation on behalf of himself and all other employees similarly aggrieved by a violation of § 201(a).

D. Failure to Provide Meal/Rest Periods in Violation of Labor Code § 226.7(b).

Labor Code § 226.7(b) requires employers to provide a 30 minute meal period and three 10 minute rest periods to all employees during an 8 hour work-day. If the employer prohibits the employee from taking a meal period or requires the employee to work through any meal period after 5 hours of work, or through break period after 4 hours of work, the employer is in violation of § 226.7(b) and must reimburse the employee for one hour of work.

In this case, Complainant was forced to attend a meeting with his supervisors and work through his lunch period in lieu of clocking out. Had he refused to attend the meeting during his lunch period he would have been disciplined. Instead of remitting payment to Complainant in the amount of 1 hour of his regular pay ($52.99) in his paycheck, Respondents accused him of a time-card violation for not clocking out for his lunch period. They further rejected his explanation that he was required to work through lunch by his supervisors and declined to pay him for the meal or rest period.

Complainant is therefore entitled to recover penalties under the PAGA (Cal. Labor Code § 2699.3(e)(1)) and/or civil penalties under § 226.7(c) equivalent to one hour of his regular pay for each meal or rest period denied, on behalf of himself and all other employees similarly aggrieved by a violation of § 226.7(b).

E. Willful Refusal to Pay Wages in Violation of Labor Code § 216.

Labor Code § 216 makes it unlawful to willfully refuse to make payment, "having the ability to pay, … wages due and payable after the demand has been made."

Respondents had the ability to pay Complainant's full bonus, had actual knowledge of the error but refused to correct it willfully and with intent to deprive Complainant of his wages. Complainant is therefore entitled to recover penalties under the PAGA (Cal. Labor Code § 2699.3(e)(1)) entitling him to penalties on behalf of himself and all employees similarly aggrieved.

F. Unlawful Collection or Receipt of Wages Previously Paid in Violation of Labor Code § 221.

Labor Code § 221 provides as follows: "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Commencing on May 24, 2023, June 4, 2023 and multiple times thereafter, Respondent aggressively sought to take back Complainant's overtime wages earned and paid in violation of Cal. Labor Code § 221. Complainant's final paycheck showed the overpayment.

Complainant is therefore entitled to recover penalties under the PAGA (Cal. Labor Code § 2699.3(e)(1)) and/or civil penalties under § 225.5 on behalf of himself and all other employees similarly aggrieved by Respondents violations of § 221 "[f]or any initial violation, one hundred dollars ($100) for each failure to pay each employee. For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

G. Failure to Pay Wages Set by Contract in Violation of Cal. Labor Code § 223.

Cal. Labor Code § 223 prohibits payment of less than the wages designated by contract. In this case, Respondent failed and refused to pay Complainant the bonus amount contained in his employment contract and instead miscalculated the bonus and refused to correct it or pay the full amount once made aware of the error. Accordingly, Respondents violated Labor Code § 223.

Complainant is therefore entitled to recover penalties under the PAGA (Cal. Labor Code § 2699.3(e)(1)) on behalf of himself and all other employees similarly aggrieved by a violation of Cal. Labor Code § 223.

H. Failure to Maintain Accurate Wage Statements in Violation of Cal. Labor Code § 226(a).

Labor Code § 226(a) requires that all employers maintain accurate wage statements for a period of three years, containing, without limitation, all hours, overtime or straight pay, deductions, accruals and bonus'. As discussed herein above, Respondent failed to correct Complainant's bonus which was facially incorrect and sought to recover overtime wages from him maintaining that he had an "overpayment" on his wage statement. Accordingly, Respondent violated Labor Code § 226(a).

Complainant is therefore entitled to penalties on behalf of himself and all other employees aggrieved by Respondents' violations of Labor Code § 226 pursuant to Cal. Labor Code § 2699.3(e)(1) and/or a "civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

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Respondent's violations of Labor Code §§ 98.6, 201(a), 216, 221, 223, 226(a), 226.7(b), 232.5(a) and (c), 1102.5(a)-(c) with respect to Complainant and other employees similarly aggrieved trigger the protections for PAGA. Complainant will seek civil penalties on behalf of himself and other employees who were subject to Respondents' unlawful actions. Complainant therefore seeks the LWDA's approval to go forward with this cause of action and reserves the right to amend these allegations should evidence of additional violations be discovered. Please respond to this letter within the required time period.

Very truly yours,

LAW OFFICE OF PEGGY A. FARRELL, APC

DocuSigned by:
Peggy A. Farrell
6DA9E84F12B14EA...

Peggy A. Farrell Attorney for
Complainant

PROOF OF SERVICE

I, the undersigned, am over the age of eighteen years and am resident of Los Angeles County, California; I am not a party to the above-entitled action; my business mailing address is 2658 Griffith Park Blvd., #114, Los Angeles, CA 90039.

On May 13, 2025, I served the following document(s):

COMPLAINANT MAVUON OK'S NOTICE OF PAGA CLAIM AGAINST THERMO FISHER SCIENTIFIC PSG CORPORATION AND LIFE TECHNOLOGIES CORPORATION

X BY CERTIFIED MAIL: In accordance with Cal. Labor Code § 2699.3(a)(1)(A), I caused the document(s) identified above to be served via U.S. Mail- Certified Mail as follows:

Ms. Julia Chen, CEO/Sec. Mr. Anthony H. Smith, CFO Thermo Fisher Scientific PSG Corporation 168 Third Ave. Waltham, MA 02451	Ms. Julia Chen, CEO/Sec. Mr. Anthony H. Smith, CFO Life Technologies Corporation 168 Third Ave. Waltham, MA 02451

Executed on May 13, 2025, from Los Angeles, California.

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

DocuSigned by:
Peggy A. Farrell
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Peggy A. Farrell