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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHASE YBARRA,

Plaintiff,

vs.

QUANTGENE INC.; JOHANNES

BHAKDI; and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: 23STCV01170

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 10) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 11) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, CHASE YBARRA (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants QUANTGENE INC.; JOHANNES BHAKDI and DOES 1 to 25, inclusive, do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant QUANTGENE INC. is a Delaware corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Defendant JOHANNES BHAKDI is an individual, who at all relevant times and on information and belief resided in the State of California. Plaintiff is informed and believes that JOHANNES BHAKDI was and is acting on behalf of and was the managing agent and owner of QUANTGENE INC. Plaintiff is informed and believes and thereon alleges that JOHANNES BHAKDI was involved in the day-to-day operations of the business, controlled the wages, hours, and working conditions of Plaintiff and other similarly situated aggrieved employees and is therefore being included in this complaint pursuant to California Labor Code section 558.1. QUANTGENE INC. and JOHANNES BHAKDI are collectively referred to herein as “QUANTGENE” or “Defendant(s)”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner
4 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
5 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
6 and capacities of these fictitiously named defendants.

7
8 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
9 that information and belief, alleges that at all times herein mentioned, each of the remaining
10 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
11 under the authority of their agency, employment, or representative capacity, with the consent
12 of his/her codefendants.

13 **GENERAL ALLEGATIONS**

14 7. Plaintiff started working for QUANTGENE on or around July 2022 as an “On Site
15 Manager”. QUANTGENE’s core business is providing covid-19 testing for businesses.
16 Plaintiff was classified as an independent contractor. It is Plaintiff’s position that
17 Plaintiff has been misclassified as an independent contractor throughout his entire employment
18 tenure at QUANTGENE.

19
20 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
21 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
22 Security Services USA, Inc., an onsite security provider. After about a year of employment,
23 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
24 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
25 termination of employment and weekly payment of wages to temporary employees. The trial
26 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
27 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
28 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue

1 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
2 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
3 PAGA representative to sue for violations that the representative has personally suffered. The
4 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
5 and others. The statute also states that an “aggrieved employee” is “any person who was
6 employed by the alleged violator and against whom one or more of the alleged violations was
7 committed.” Because at least one of the violations that Huff had alleged had affected him
8 personally, the Court of Appeal denied Securitas’ motion.

9 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
10 other employees, it allows for suits broader than the specific violations the named employee
11 experienced. Therefore, even if the employee did not personally experience the Labor Code
12 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
13 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
14 other employees, including hourly, non-exempt employees and especially those employees
15 who were misclassified as independent contractors under the law and should have been
16 classified as hourly, non-exempt employees.

17 10. It is Plaintiff’s position that QUANTGENE has committed numerous labor code
18 violations against Plaintiff and other hourly, non-exempt employees or employees who were
19 misclassified as independent contractors who worked for QUANTGENE in the state of
20 California during the PAGA period.

21 11. QUANTGENE violated Labor Code section 226.8. Pursuant to Labor Code section
22 226.8(a)(1), it is unlawful for any person or employer to willfully misclassify an individual as
23 an independent contractor. “Willful misclassification means avoiding employee status for an
24 individual by voluntarily and knowingly misclassifying that individual as an independent
25 contractor.” Cal. Lab. Code Section 226.8(i)(4). If a person or employer has willfully
26 misclassified an individual as an independent contractor, the person or employer shall be subject
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1 to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen
2 thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted
3 by law. Cal. Lab. Code Section 226.8(b). If the person or employer has engaged in or is engaging
4 in a pattern or practice of willfully misclassifying individuals as independent contractors, the
5 person or employer shall be subject to a civil penalty of not less than ten thousand dollars
6 (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in
7 addition to any other penalties or fines permitted by law. Cal. Lab. Code Section 226.8(c).

8 12. In a very important decision, Dynamex Operations v. Superior Court (2018) 4 Cal. 5th
9 903, the Supreme Court developed the “ABC TEST” to determine whether an independent
10 contractor is an employee. Under the ABC TEST, a worker will be deemed to have been
11 “suffered or permitted to work,” and thus, an employee for wage order purposes, unless the
12 putative employer proves:

13 (A) that the worker is free from the control and direction of the hiring entity in connection with
14 the performance of the work, both under the contract for the performance of the work and in fact;

15 (B) that the worker performs work that is outside the usual course of the hiring entity’s business;
16 and

17 (C) that the worker is customarily engaged in an independently established trade, occupation, or
18 business of the same nature as the work performed.

19 Note that each of these requirements need to be met in order for the presumption that a
20 worker is an employee to be rebutted, and for a court to recognize that a worker has been properly
21 classified as an independent contractor.

22 13. Here, it is unequivocally clear that QUANTGENE would not be able to get past the
23 second part of the test since Plaintiff and others, who were employed as on-site managers and
24 nurses as well as those individuals who worked on administering the covid-19 testing, were
25 unequivocally doing work related to QUANTGENE’s core business of covid-19 testing for
26 businesses. As such, QUANTGENE willfully misclassified Plaintiff and other aggrieved
27 employees as independent contractors. Moreover, there was plenty of control by QUANTGENE
28 as it related to Plaintiff’s and other aggrieved employees’ schedules, working conditions, and

1 work duties. QUANTGENE would like to argue that they allowed employees to set their own
2 schedules, however, that was not true in reality. Furthermore, there are numerous examples of
3 overt control by QUANTGENE as it related to Plaintiff's and others' job duties. For instance,
4 Plaintiff was required to wear a Quantgene t-shirt or hoodie at all times for all testing sites. They
5 were also required to be in business casual attire, no shorts, baggy clothing, or opened toed shoes.
6 Plaintiff and others were described as "the face of Quantgene" even though they were apparently
7 not classified as W-2 employees. Furthermore, Plaintiff and others, including the nurses, were
8 told how to do their jobs and what to do at particular testing sites, including "greet patients
9 politely", "confirm patients email and date of birth", "create label for patients with their first last
10 name and DOB", etc. Plaintiff and others literally had step by step instructions on what to do
11 and how to do their jobs which does not lend itself to an independent contractor relationship.
12 The fact that Plaintiff and others may have signed a "Consulting Agreement" does not change
13 the fact that the relationship was one of employee-employer.

14 14. QUANTGENE did not provide Plaintiff and other similarly situated aggrieved
15 employees with the minimum wages to which they were entitled for all work performed and did
16 not compensate her and others for all hours worked pursuant to California Labor Code sections
17 1194, 1197 and 1197.1. This is so because Plaintiff and others worked "off the clock" and were
18 not compensated for this time, including travel time from different locations back to the
19 headquarters. The travel time was only paid per mileage and not based on their hourly rate. There
20 was also an issue with rounding work hours, which is also akin to a minimum wage violation in
21 that Plaintiff and others were not compensated for all hours worked. Consequently, Plaintiff was
22 not being paid for all hours worked and was not being paid the minimum wage for all hours
23 worked. As an example, Plaintiff was required to drop off samples on his own time and while
24 being stuck in major traffic using his own personal vehicle. Since Plaintiff is traveling in his
25 personal vehicle during commuter times in order to drop off the covid-19 testing samples, a 20-
26 mile trip would take hours. Despite the latter, Plaintiff was not compensated for his actual hours
27 worked but was only compensated per mile driven (at approximately 60 cents per mile).
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1 15. Due to the above , including the “off the clock” work and as a matter of company policy,
2 QUANTGENE also violated Labor Code §510 because it failed to pay Plaintiff and other
3 similarly situated aggrieved employees overtime, even though they worked more than 8 hours
4 per day, 12 hours per day, and/or 40 hours per week throughout their employment. This is so
5 because QUANTGENE did not factor in the “off the clock” hours into Plaintiff’s timesheets for
6 purposes of payment and because it was company policy and practice to NOT pay overtime. Due
7 to QUANTGENE’s business model of treating nurses and on-site managers as independent
8 contractors via a “consulting agreement”, QUANTGENE circumvented its legal obligation
9 under California law to pay daily and weekly overtime. Moreover, QUANTGENE misclassified
10 Plaintiff and others as independent contractors when they should have been classified as hourly,
11 non-exempt employees who would be entitled to overtime compensation. Plaintiff generally
12 worked over 8 hours a day or over 40 hours per week, especially if travel time is included.
13 Despite the latter, Plaintiff and others were not paid any overtime whatsoever in contravention
14 of California law, whether it was daily overtime (including double time) or weekly overtime.
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17 16. QUANTGENE violated Labor Code §§ 512 and 226.7 along with the applicable
18 Industrial Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and
19 other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods
20 for every five (5) hours of work throughout their employment, and Plaintiff did not validly waive
21 said meal periods. QUANTGENE did not completely relieve Plaintiffs of all duties during said
22 meal periods. QUANTGENE did not pay to Plaintiff one additional hour of pay at Plaintiff’s
23 regular rate of compensation for each workday that one or more statutory meal periods was not
24 provided. Due to the misclassification and due to company policy, it was not part of the company
25 culture for employees such as Plaintiff and others to take any breaks at all, much less timely,
26 uninterrupted meal breaks before the 5th hour worked. It was the normal practice and custom of
27 QUANTGENE not to authorize, permit, and enforce statutory meal periods, especially due to
28 the fact that Plaintiff and others were misclassified as independent contractors, who are not

1 necessarily entitled to meal breaks as a matter of law and who would either be present at covid-
2 19 testing sites or administering tests or dropping off samples at all times. Meal breaks were not
3 factored into any schedule, and, in fact, Plaintiff was absolutely advised that he was NOT
4 allowed to take any sort of statutory break. As such, the environment and culture at
5 QUANTGENE, along with the misclassification of employees as independent contractors was
6 not conducive to receiving statutory meal breaks under California law.

7 17. Similarly, QUANTGENE violated Labor Code § 226.7 along with the applicable
8 Industrial Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and
9 other similarly situated aggrieved employees 10-minute rest periods for every four hours of
10 work, or majority portion thereof, throughout their employment. QUANTGENE did not
11 completely relieve Plaintiff of all duty during said rest periods. QUANTGENE did not pay to
12 Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each workday
13 that one or more statutory rest periods was not provided. Like the situation involving meal breaks
14 and due to issues surrounding misclassification of workers as independent contractors, it was not
15 company policy and not part of the company culture for employees such as Plaintiff and others
16 to take rest breaks. As such, the culture at QUANTGENE did not lend itself to the employees
17 receiving statutory breaks wherein they were relieved of all work duties. It was the normal
18 practice and custom of QUANTGENE not to authorize, permit, and enforce statutory rest
19 periods. As such, the environment and culture at QUANTGENE was not conducive to receiving
20 statutory rest breaks under California law, especially due to the workload and driving/delivery
21 obligations of samples. Moreover, as mentioned above, Plaintiff was consistently advised NOT
22 to leave the testing sites per company policy (even for breaks, which were not allowed) and was
23 barely able to get bathroom breaks, which do not constitute rest breaks under California law.

24 18. Furthermore, during the relevant time period, and due to the violations as alleged above,
25 QUANTGENE failed to pay Plaintiff and other similarly situated aggrieved employees all wages
26 due to them within any time period specified by California Labor Code section 204.
27 QUANTGENE was also in violation of California Labor Code section 226(a) by failing to
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1 include pertinent information on the wage statements, including but not limited to, all hours
2 worked, all hourly rates in effect, overtime hours worked, gross wages earned, premium pay for
3 missed meal and rest breaks, all deductions, net wages earned, gross wages earned, all
4 deductions, the correct name and address of the employing entity, the start and end of the pay
5 period, and reimbursement for business expenses, among others. In fact, due to Plaintiff and
6 others being misclassified as independent contractors, QUANTGENE did not provide Plaintiff
7 and other aggrieved employee with any paystubs at all. As such, QUANTGENE did not provide
8 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized
9 wage statements during the PAGA period.

10 19. QUANTGENE violated Labor Code § 203 because it willfully failed to pay Plaintiff and
11 other similarly situated aggrieved employees their earned and due wages upon separation of
12 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
13 These earned but unpaid wages include compensation for all hours worked, overtime
14 compensation, premium pay for missed meal and rest breaks, and business expense
15 reimbursement, among others.

16 20. During the relevant time period, QUANTGENE also failed to keep accurate and
17 complete payroll records showing the hours worked by Plaintiff and other similarly situated
18 aggrieved employees (including when meal breaks were taken) as well as the correct wages paid
19 to Plaintiff and other aggrieved employees pursuant to California Labor Code sections 1174(d).

20 21. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related
21 expenses and costs that were not reimbursed by QUANTGENE. These costs include, but are not
22 limited to, use of personal cell phones for work purposes. Moreover, Plaintiff and others utilized
23 their own personal vehicle to drive to different work sites for QUANTGENE and were not
24 properly reimbursed for their mileage in contravention of California law for this specific task.
25 They were seemingly compensated for their mileage in dropping off samples at headquarters.
26 Accordingly, QUANTGENE was in violation of California Labor Code sections 2800 and 2802.

27 22. Moreover, QUANTGENE failed to provide sick pay pursuant to Labor Code section 246
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1 and also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved
2 employees in violation of Labor Code Section 3700.5.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

5 **(California Industrial Welfare Commission Order 4-2001, California Code of**
6 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 23. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

10 24. At all times relevant herein, Defendants were required to compensate its employees for
11 all hours worked upon reporting for work at the appointed time stated by the employer
12 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
13 Title 8, Section 11040.

14 25. For the three (3) years preceding filing of this action, Defendants failed to compensate
15 Plaintiff for all hours worked.

16 26. Under the aforementioned wage order and regulations, Plaintiff is to recover
17 compensation for all hours worked but not paid by Defendants for the three (3) years
18 preceding the filing of this Complaint.

19 27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
20 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
21 this Court.

22 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
23 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
24 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
25 reasonable attorney's fees and costs of suit.

26 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
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1 amount known to Plaintiff once he has obtained all of his payroll records from
2 Defendants.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 **(California Labor Code Sections 1194, 1194.2, 1197)**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

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10 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
11 to suffer or permit a California employee to work without paying wages at the minimum wage
12 rate for all hours worked as required by the applicable Industrial Welfare Commission
13 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
14 8, Section 11040, subdivision 4.

15 32. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(K), at all relevant times, "hours
16 worked" included "the time during which an employee is subject to the control of an employer,
17 and includes all the time the employee is suffered or permitted to work, whether or not required
18 to do so..."

19 33. During his employment, Plaintiff was regularly required as a matter of uniform
20 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
21 was paid less than the minimum wage rate by Defendants for hours worked in violation of
22 California Labor Code Section 1197 and the applicable California Industrial Wage
23 Commission wage order(s).

24 34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
25 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
26 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
27 to believe that their acts or omissions were not contrary to California law.

28 35. For all hours worked by Plaintiff for which he was paid less than the minimum wage

1 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
2 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
3 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
4 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

5 36. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME**

10 **(California Industrial Welfare Commission Order 4-2001, California Code of**
11 **Regulations Title 8 Section 11040)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 37. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

15 38. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
16 Regulations, Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were
17 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
18 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
19 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
20 hours in a day or hours worked in excess of eight (8) on the seventh consecutive workday in a
21 week.

22 39. Plaintiff was a non-exempt employee entitled to the protections of the California
23 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
24 Section 11040.

25 40. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
26 single workweek on numerous occasions.

27 41. Plaintiff worked more than twelve (12) hours in a single workday.
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1 42. Plaintiff was entitled to the above overtime premiums.

2 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
3 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

4 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
5 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

6 45. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
7 rate of pay for hours worked past twelve (12) in a day.

8 46. Plaintiff worked at least one pay period in which he was not properly paid overtime
9 within the three (3) years prior to the initiation of this lawsuit.

10 47. Defendants know or should know the actual dates of overtime worked, the amount of
11 overtime worked, and the amount of unpaid overtime due.

12 48. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
13 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
14 Court.

15 49. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
16 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
17 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
18 reasonable attorney's fees and costs of suit.

19 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
21 trial.

22
23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

25 **(California Labor Code Section 226)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

2 52. Pursuant to California Labor Code Section 226, every employer must furnish each
3 employee an itemized statement of wages and deductions at the time of payment of wages.

4 53. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
5 that accurately reflected all information required by Labor Code Section 226, including but not
6 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
7 the employee (regular and overtime), commission payments, all deductions, premium pay for
8 missed rest breaks and meal breaks, and business expense reimbursement. Therefore,
9 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
10 accordance with California Labor Code Section 226(a).

11 54. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
12 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
13 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
14 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
15 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
16 the 3-year period immediately preceding the date this lawsuit was filed.

17 55. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
18 sustained damages, including loss of earnings, in an amount to be established at trial. As a
19 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
20 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
21 and attorney's fees pursuant to statute.

22 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

27 **(California Labor Code Sections 201, 203)**

(Plaintiff against all named defendants and all DOE defendants)

57. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

58. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

59. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

60. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

61. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

62. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

63. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

1 **(Plaintiff against all named defendants and all DOE defendants)**

2 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
3 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

4 66. California Labor Code Section 204 establishes the fundamental right of all employees
5 in the State of California to be paid wages in a timely fashion for their work.

6 67. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
7 full amount of all owed wages when due as required by California Labor Code Section 204.

8 68. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
9 informed, believes, and thereon alleges, that all times relevant during the liability period,
10 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
11 including overtime hours and the minimum wage as well as premiums for missed rest breaks
12 and meal breaks.

13 69. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
14 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
15 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
16 from Defendants' records or indirectly based on information from Defendants' records.

17 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO GIVE REST BREAKS**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

25 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 26 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provide
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1 that every employer shall authorize and permit all employees to take rest periods,
2 which insofar as practicable shall be in the middle of each work period. The
3 authorized rest period time shall be based on the total hours worked daily at the rate
4 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

5 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which
6 provides that if an employer fails to provide an employee a rest period in
7 accordance with the applicable provisions of this order, the employer shall pay the
8 employee one (1) hour of pay at employee's regular rate of compensation for each
9 workday that the rest period is not provided;

10 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which
11 penalizes the employer \$50.00 for each initial violation, per employee, of any
12 provision of the Wage Order, and \$100.00 for each additional violation thereafter
13 per employee; and

14 d. California Labor Code section 226.7, which states that (a) no employer shall require
15 any employee to work during any rest period mandated by an applicable order of
16 the Industrial Welfare Commission, and (b) if an employer fails to provide an
17 employee a rest period in accordance with an applicable order of the Industrial
18 Welfare Commission, the employer shall pay the employee one (1) additional hour
19 of pay at employee's regular rate of compensation for each work day that the rest
20 period is not provided.

21 73. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
22 rest break after every four (4) hours of work or major fraction thereof, as required by California
23 law.

24 74. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
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1 regulations, and wage orders alleged in this cause of action along with any allowable interest,
2 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
3 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

4 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
5 fees as well as interest under Labor Code section 218.6.

6 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.

9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO GIVE MEAL BREAKS**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

14 78. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 15 a. California Labor Code section 512(a), which requires that employees be given a 30-
16 minute uninterrupted meal break after five (5) hours of work, and a second
17 uninterrupted meal break after ten (10) hours of work;
18
19 b. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any meal period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if any employer fails to provide an
22 employee a meal period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at the employee's regular rate of compensation for each workday that the
25 meal period is not provided;
26
27 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
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1 under Title 8 of the California Code of Regulations Section 11040, which state that
2 if an employer fails to provide an employee a meal period in accordance with the
3 applicable provisions of the Wage Order, the employer shall pay the employee one
4 (1) hour of pay at the employee's regular rate of compensation for each workday
5 that the meal period is not provided;

6 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
7 codified under Title 8 of the California Code of Regulations Section 11040, which
8 require an employer to maintain records documenting its employees' meal periods;

9 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
10 codified under California Code of Regulations Section 11040, which penalizes the
11 employer \$50.00 for each initial violation, per employee, of any provision of the
12 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

13 f. California Labor Code section 1171 and 1173, which have given the California
14 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
15 as enforceable law.
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18 79. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
19 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
20 take a second relieved meal break after ten (10) hours of work, as required by California law.

21 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
22 4, as codified under California Code of Regulations Sections 11040 et. seq., require that
23 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
24 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
25 duty. California Labor Code section 226.7 provides that employers may not require their
26 employees to work through their meal periods. California Labor Code section 226.7 and
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1 California Code of Regulations section 11040 require that if the employer fails to provide the
2 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
3 of pay for each workday that the meal period is not given.

4 80. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
5 regulations, and wage orders alleged in this cause of action along with any allowable interest,
6 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
7 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

8 81. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
9 fees as well as interest under Labor Code section 218.6.

10 82. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial.

13 **NINTH CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
16 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 246, 510, 512, 558, 558.1, 1174,**
17 **1174.5, 1194, 1197, 1198, 2802, 3700.5)**

18 **(Against All Named Defendants and all DOE Defendants)**

19 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

21 84. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
22 Defendants of the specific violations of the California Labor Code that Defendants
23 and DOE defendants have violated and continue to violate.

24 85. Pursuant to California Labor code section 2699.3, no response was received from the
25 LWDA within 65 days of the postmark date of the above-alleged letter.

26 86. Plaintiff therefore has exhausted all administrative remedies required of him under
27 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
28 cause of action and pursue penalties in a representative action for Defendants' violations of the

1 Labor Code.

2 87. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
3 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
4 departments, divisions, commissions, boards, agencies, or employees for violation of the code
5 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
6 on behalf of himself or herself and other current or former employees pursuant to the
7 procedures specified in California Labor Code section 2699.3.
8

9 88. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
10 violator and had one or more of the alleged violations committed against him, and therefore is
11 properly suited to represent the interests of other current and former employees, including all
12 hourly, non-exempt employees and all misclassified independent contractors who should have
13 been classified as hourly, non-exempt employees and who worked for Defendants in the State
14 of California during the PAGA period at any of their locations in California.

15 89. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
16 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
17 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

18 90. Plaintiff therefore has exhausted all administrative remedies required of him under
19 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
20 cause of action and pursue penalties in a representative action for Defendants’ violations of the
21 Labor Code.

22 91. California Labor Code section 2699 et seq. imposes penalties upon culpable
23 Defendants for violating the Labor Code.

24 92. California Labor Code section 558 establishes a civil penalty as follows: Any
25 employer or other person action on behalf of an employer who violates, or causes to be
26 violated, a section of this chapter or any provision regulating hours and days of work in any
27 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
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1 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
2 dollars (\$50) for each underpaid employee for each pay period for which the employee was
3 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
4 employee for each pay period for which the employee was underpaid ...;

5 93. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
6 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
7 seeking individual/victim specific relief or underpaid wages under this particular cause of
8 action.

9 94. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
10 the following:

11 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
12 226.3, 226.7, 226.8, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802 and
13 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission
14 Wage Order Provisions (no. 4) violated based on the facts alleged in this Complaint.

15 95. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
16 costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved
17 employees as alleged herein in an amount to be shown according to proof at trial and within the
18 jurisdictional limits of this Court.

19 **TENTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

21 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

22 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 95, inclusive, of this Complaint as thought fully set forth herein.

24 97. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
25 employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties."

27 98. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
28

1 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
2 of completing his job duties, which were not reimbursed by Defendant. These expenses
3 include, but are not limited to, use of personal cell phones for work purposes. Moreover, Plaintiff
4 and others utilized their own personal vehicle to drive to different work sites for QUANTGENE
5 and were not properly reimbursed for their mileage in contravention of California law for this
6 specific task. They were seemingly compensated for their mileage in dropping off samples at
7 headquarters.

8 99. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
9 and attorney's fees and costs, under Labor Code section 2802.

10 **ELEVENTH CAUSE OF ACTION**

11 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

12 **(California Business and Professions Code Section 17200)**

13 **(Plaintiff against QUANTGENE, INC. and all DOE defendants)**

14 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

16 101. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
17 constitutes unfair and unlawful business practices under California Business and Professions
18 Code Section 17200, et seq.

19 102. Defendant's violations of California labor laws and the labor code constitutes a
20 business practice because it was done repeatedly over a significant period of time in a
21 systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
22 employees.

23 103. For the four years preceding the filing of this action, Plaintiff has suffered damages
24 and request damages and/or restitution of all monies and profits to be disgorged from
25 Defendants in an amount according to proof at time of trial, but in excess of the
26 jurisdiction of this Court.

27 ///

PRAYER FOR RELIEF

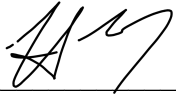
WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as follows:

1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
5. For restitution and disgorgement for all unfair business practices by Defendant QUANTGENE INC. against Plaintiff in an amount subject to proof at trial;
6. For an order enjoining Defendant QUANTGENE INC. from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claims;
10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;

- 1 11. For the imposition of civil penalties and/or statutory penalties;
2 12. For all interest as allowed by law;
3 13. For all costs and disbursements incurred in this suit;
4 14. Reasonable attorney's fees where available by law, including but not limited to,
5 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
6 California Labor Code, and/or other applicable laws; and
7 15. For such other and further relief as this Court may deem proper.
8

9 DATED: January 18, 2023

MESSRELIAN LAW INC.

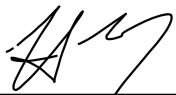
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11 By 
12 Harout Messrelian, Esq.
13 Attorneys for Plaintiff Chase Ybarra

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
16

17 DATED: January 18, 2023

MESSRELIAN LAW INC.

18
19 By 
20 Harout Messrelian, Esq.
21 Attorneys for Plaintiff Chase Ybarra
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