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 all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

VALERIE MAE LUNA on behalf of
 herself, all others similarly situated, and
 on behalf of the general public,

Plaintiffs,

v.

ACCU BIO-CHEM LABORATORIES,
 LLC; and DOES 1-100,

ACCU Bio-Chems.

Case No. **23STCV00560**

**PLAINTIFF VALERIE MAE LUNA'S PRIVATE
 ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
 COMPLAINT FILED PURSUANT TO
 CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay
Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All
Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal
Periods;**
- 4. Violation of PAGA for Failure to Provide Rest
Periods;**
- 5. Violation of the PAGA for Knowing and
Intentional Failure to Comply with Itemized
Employee Wage Statement Provisions;**
- 6. Violation of the PAGA for Failure to Pay All
Wages Due at the Time of Termination of
Employment; and**
- 7. Violation of PAGA for Failure to Provide Sick
Days and Failure to Provide Written Notice
Setting Forth Amount of Sick Leave Available.**

DEMAND FOR JURY TRIAL

1 Plaintiff VALERIE MAE LUNA (hereinafter referred to as “Plaintiff”), on behalf herself and
2 all other non-exempt, hourly employees who worked in California (hereinafter referred to as the
3 “Aggrieved Employees”), files this Complaint against Defendant ACCU BIO-CHEM
4 LABORATORIES, LLC (hereinafter referred to as “ACCU Bio-Chem”) and/or DOES 1-100.

5 **I. INTRODUCTION**

6 1. This is a representative action seeking recovery of penalties under the California Labor Code
7 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et.
8 seq., against ACCU Bio-Chem and/or DOES 1-100. The PAGA permits an “aggrieved
9 employee” to bring a lawsuit on behalf of herself and other current and former employees to
10 address an employer’s violations of the California Labor Code.

11 2. ACCU Bio-Chem is an independent analytical lab.

12 3. ACCU Bio-Chem is a California corporation and operates out of a location in Glendale,
13 California.

14 4. ACCU Bio-Chem employs hourly, non-exempt employees to work at its laboratory.

15 5. ACCU Bio-Chem has maintained uniform policies that violate the wage and hour rights of
16 Plaintiff and similarly situated non-exempt employees in the manner complained of herein.

17 6. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of ACCU Bio-
18 Chem and/or DOES who: worked a shift of at least five (5) hours without receiving a meal
19 period; worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute
20 net rest break; were not provided accurate itemized wage statements; were not paid
21 compensation for all time worked at the straight or overtime rate; were not paid waiting time
22 penalties; and were not provided with sick pay in compliance with California law. Plaintiff
23 seeks penalties on behalf of herself and all other Aggrieved Employees of Defendant and/or
24 DOES as provided herein. This Complaint also seeks attorneys’ fees and costs under the
25 PAGA, *California Labor Code* section 2699(g)(1).

26 7. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not
27 Defendants ACCU BIO-CHEM and/or DOES operate under an absence control policy that
28 counts sick leave taken pursuant to Section 233 as an unauthorized absence that may result in

discipline, discharge, demotion, or termination. Thus, Defendants ACCU BIO-CHEM and/or DOES' sick pay policy punishes Plaintiff and Class Members by way of suspension and/or termination for use of protected and appropriate sick leave. ified as "exempt" or primarily employed in an executive, professional, or administrative capacity. Thus, under California law, Plaintiff and the Aggrieved Employees should be: provided meal periods; authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or permitted; paid penalties for not being provided itemized wage statements; paid compensation for all time worked at the regular or overtime rate; paid penalties for not being paid timely at the time of termination; and provided with sick pay in compliance with California law.

8. At all times mentioned herein, ACCU Bio-Chem and/or DOES control the working conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to work. In addition, ACCU Bio-Chem and/or DOES develop, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, straight-time, rest periods, wage statements, paying compensation at time of termination, and timing of payment. Further, ACCU Bio-Chem and/or DOES have the ability to prevent Plaintiff and the Aggrieved Employees from working.

II. JURISDICTION AND VENUE

9. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was employed by ACCU Bio-Chem and/or DOES in California. Plaintiff, and each of the Aggrieved Employees, were employees of ACCU Bio-Chem and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).

1 10. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
2 and/or DOE operate industrial facilities, employ hourly employees, conduct business, and
3 commit California Labor Code violations within Los Angeles County and California. Each
4 Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes.
5 The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved
6 employees situated within the State of California and within Los Angeles County. ACCU Bio-
7 Chem and/or DOES employ numerous aggrieved employees in California and/or Los Angeles
8 County.

9 11. Plaintiff brings this action on behalf of herself and the Aggrieved Employees of ACCU Bio-
10 Chem and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general
11 public, will and does seek to recover any and all penalties for each and every violation shown
12 to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the
13 LWDA of her intent to bring this action, in an amount according to proof, as to those penalties
14 that are otherwise only available to public agency enforcement actions. Funds recovered will
15 be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the
16 penalties recovered being reimbursed to the State of California and the LWDA.

17 12. There is no federal question at issue as the issues herein are based solely upon California
18 statutes and law, including the California Labor Code, IWC Wage Orders, Code of Civil
19 Procedure, and Civil Code.

20 13. The California Superior Court also has jurisdiction in this matter because the penalties sought
21 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
22 according to proof. ACCU Bio-Chem and/or DOES either own, maintain offices, transact
23 business, have an agent or agents, have their principal place of business in, and/or otherwise
24 are found within the County of Los Angeles, California.

25 **III. THE PARTIES**

26 **A. Plaintiff**

27 14. Throughout the Statutory Period, Plaintiff is and was a resident of California. During the
28 Statutory Period, Plaintiff was employed by ACCU Bio-Chem and/or DOES in California and

performed work in Los Angeles County. Plaintiff ended her employment with ACCU Bio-Chem and/or DOES on or about September 9, 2022.

15. Plaintiff and the Aggrieved Employees were and are employed in the State of California by the ACCU Bio-Chem and/or DOES. Plaintiff and the Aggrieved Employees are or were employed in a non-exempt, hourly capacity.

16. A notice correspondence showing compliance with California Labor Code Section 2699.3 was sent to the LWDA and ACCU Bio-Chem on October 24, 2022. This notice demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA and as a private attorney general. The violations alleged in this notice also form the basis for the allegations herein. No notice of cure by ACCU Bio-Chem and/or DOES was provided and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as a "Representative Action" as authorized by California Labor Code section 2699.3(a)(2)(C).

B. ACCU Bio-Chem

17. ACCU is an independent analytical lab.

18. ACCU Bio-Chem has a strong foothold in California, including the County of Los Angeles.

19. ACCU Bio-Chem is a California corporation and operates out of a location in Glendale, California

20. ACCU Bio-Chem employs hourly, non-exempt employees to work at its laboratory.

21. ACCU Bio-Chem employed Plaintiff and similarly situated hourly non-exempt employees in California.

22. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this

- Complaint to allege the true names and capacities of the DOE Defendants when ascertained.
23. Plaintiff is informed and believes each ACCU Bio-Chem acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each ACCU Bio-Chem are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.
24. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. **GENERAL ALLEGATIONS**

25. During all, or a portion, of the one (1) year period before Plaintiff filed notice of her claims with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by ACCU Bio-Chem and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed of all current and former non-exempt, hourly employees within the State of California.
26. At all times mentioned herein, ACCU Bio-Chem and/or DOES have had a consistent policy and/or practice of violating California Labor Code § 246(k). ACCU BIO-CHEM's and/or DOES' sick pay policy requires employees to use sick pay in minimum increments of four hours. This is in direct violation to California Labor Code § 246(k) which provides that the minimum increment that an employer may set for the use of paid sick time is two hours.
27. At all times mentioned herein, ACCU Bio-Chem and/or DOES have had a consistent policy and/or practice of failing to itemize the amount of accrued/available sick leave hourly, non-exempt employees have on wage statements each pay period.
28. At all times mentioned herein, ACCU Bio-Chem and/or DOES knowingly and intentionally fail to pay all wages owed to non-exempt, hourly employees in a timely manner at the time non-exempt, hourly employees terminated their employment – either voluntarily or involuntarily – with ACCU Bio-Chem and/or DOES. ACCU Bio-Chem and/or DOES have a policy and practice of willfully failing to pay final wages to terminated employees in a timely

manner because ACCU Bio-Chem and/or DOES have a policy and practice of paying employees their final wages on the next regularly scheduled pay date and not within the timeframes outlined in California Labor Code §§ 201 and 202.

29. At all times mentioned herein, ACCU Bio-Chem and/or DOES fail to pay Plaintiff and the Aggrieved Employees all straight time and overtime wages owed. For example, Plaintiff and the Aggrieved Employees are not paid for the time it takes them before clocking in to buzz in at the security door and wait for someone to open the door and let them in.

30. At all times mentioned herein, ACCU Bio-Chem and/or DOES fail to provide Plaintiff and the Aggrieved Employees with meal periods that comply with California law and failed to authorize and permit rest periods that comply with California law.

31. At all times mentioned herein, ACCU Bio-Chem and/or DOES did not give employees the opportunity to take their first meal breaks before the end of the fifth hour of work. Instead, ACCU Bio-Chem told Plaintiff and hourly non-exempt employees to take their first meal breaks before the end of the sixth hour of work.

32. At all times mentioned herein, ACCU Bio-Chem and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

33. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by failing to provide compensation for these unprovided meal periods, ACCU Bio-Chem and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11040(11). In addition, ACCU Bio-Chem and/or DOES fail to provide Plaintiff and the Aggrieved Employees with another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

34. At all times mentioned herein, ACCU Bio-Chem and/or DOES knew and/or should have

known that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.

35. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide compensation for these periods, ACCU Bio-Chem and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11040(12).

36. At all times mentioned herein, ACCU Bio-Chem and/or DOES fail to pay all wages owed to Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely pay wages during employment.

37. At all times mentioned herein, ACCU Bio-Chem and/or DOES knowingly and intentionally provide wage statements to employees that fail to specifically itemize everything required under California Labor Code section 226(a).

38. At all times mentioned herein, ACCU Bio-Chem and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate pay statements in accordance with California law.

39. At all times mentioned herein, ACCU Bio-Chem and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiff and the Aggrieved Employees.

40. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with California law, and that ACCU Bio-Chem and DOES have the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant and DOES falsely represent to Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the Aggrieved Employees.

41. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that

Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination. Defendant and/or DOES did not pay all timely wages owed, straight-time wages owed, meal period premiums, and/or rest period premiums owed at the time of termination.

42. At all times mentioned herein, ACCU Bio-Chem and/or DOES fail to pay Plaintiff and the Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

43. Plaintiff brings this action on behalf of herself and all Aggrieved Employees defined as all ACCU Bio-Chem's non-exempt employees employed in California beginning one year prior to the date Plaintiff sent notice to the LWDA.

44. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST ACCU BIO-CHEM AND/OR DOES: Violation of the PAGA for Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).

45. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

46. ACCU Bio-Chem and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked.

47. It is fundamental that an employer must pay its employees for the time worked. California Labor Code section 222 prohibits the withholding on part of a wage. California Labor Code section 223 prohibits the payment of less than a statutory or contractual wage scale. California Labor Code sections 1194-1197.1 prohibit the payment of less than the minimum wage. California Labor Code section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not in effect reduce the agreed upon wage.

48. Section 1197.1 of the California Labor Code states "[a]ny employer or other person acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by

an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.”

49. ACCU Bio-Chem and/or DOES have had a continuous policy of not paying Plaintiff and those similarly situated for all hours worked. For example, ACCU Bio-Chem has not paid for all the time Plaintiff and the Aggrieved Employees worked throughout the day, including, but not limited to: the time it takes employees before clocking in to buzz in at the security door and wait for someone to open the door and let them in; time employees were clocked out for a meal period but were subject to the control of ACCU BIO-CHEM; and all other time during which Aggrieved Employees are subject to the control of ACCU BIO-CHEM and/or suffered or permitted to work during periods of time for which ACCU BIO-CHEM is not paying them. Failing to pay for all hours worked while under ACCU Bio-Chem control and/or while suffered or permitted to work has resulted in Plaintiff and Aggrieved Employees being deprived of straight time wages throughout the Statutory Period.

50. Further, Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that ACCU Bio-Chem and/or DOES breach the legal duty to pay full wages to Plaintiff and the Aggrieved Employees by failing to pay employees for meal period time when employees were not relieved of all duties and employer control.

51. Defendant and/or DOES have a continuous and consistent policy of failing to pay full wages to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and the Aggrieved Employees when they worked through their meal periods, are not relieved of all work duties during their meal periods and/or when ACCU BIO-CHEM recorded a meal period for Plaintiff and the Aggrieved Employees when no meal period was taken.

52. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal period, even though Plaintiff and all Aggrieved Employees work through their meal periods and/or were subject to ACCU BIO-CHEM’s control during meal periods. Thus, ACCU BIO-CHEM and/or DOES do not pay Plaintiff and each and every Aggrieved Employee for all time worked each and every day they work without a meal period and have time deducted.

1 53. Failing to pay for all hours worked while under ACCU Bio-Chem's and/or DOES' control
2 and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved
3 Employees being deprived of straight time wages.

4 54. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
5 unpaid wages, and lost interest on such wages, and expenses.

6 55. Plaintiff and the Aggrieved Employees were employed by ACCU Bio-Chem and/or DOES at
7 all relevant times. ACCU Bio-Chem and/or DOES were required to compensate Plaintiff and
8 the Aggrieved Employees for all hours worked and were prohibited from making deductions
9 that had the effect of reducing the agreed upon wage.

10 56. ACCU Bio-Chem and/or DOES commit the acts alleged herein knowingly and willfully, with
11 the wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.

12 57. These claims are on behalf of all the non-exempt employees employed in California by ACCU
13 Bio-Chem and/or DOES.

14 58. Plaintiff, as former "non-exempt" employee of ACCU Bio-Chem and/or DOES who ACCU
15 Bio-Chem and/or DOES fail to pay all wages. Therefore, Plaintiff is an aggrieved employee
16 with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve
17 as representatives of the general public to enforce California's labor laws, and the penalty
18 provisions identified in California Labor Code section 2699.5.

19 59. Plaintiff, as a representative of the people of the State of California, will seek any and all
20 penalties otherwise capable of being collected by the Labor Commission and/or the
21 Department of Labor Standards Enforcement (DLSE). This includes each of the following, as
22 set forth in California Labor Code section 2699.5, which provides that section 2699.3(a)
23 applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and
24 1199.

25 60. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on
26 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
27 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
28 initial violation per California Labor Code section 2699(f)(2) and two hundred dollars

(\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).

61. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST ACCU BIO-CHEM AND/OR DOES: Violation of the PAGA for Failure to Pay All Overtime Wages Owed

62. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

63. California Labor Code section 510 states that eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

64. California Labor Code section 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

65. ACCU Bio-Chem and/or DOES fail to pay overtime when employees worked over eight (8) hours per day and when employees worked over 40 hours per week.

66. ACCU Bio-Chem and/or DOES have had a continuous policy of not paying Plaintiff and those similarly situated for all hours worked. For example, ACCU BIO-CHEM and/or DOES have not paid for all the time Plaintiff and the Aggrieved Employees worked throughout the day, including, but not limited to: the time it takes employees before clocking in to buzz in at the security door and wait for someone to open the door and let them in; time employees were clocked out for a meal period but were subject to the control of ACCU BIO-CHEM; and all other time during which Aggrieved Employees are subject to the control of ACCU BIO-CHEM

1 and/or suffered or permitted to work during periods of time for which ACCU BIO-CHEM is
2 not paying them. Failing to pay for all hours worked while under ACCU Bio-Chem's control
3 and/or while suffered or permitted to work has resulted in Plaintiff and Aggrieved employees
4 being deprived of overtime wages throughout the Statutory Period.

5 67. Defendant fails to pay for all time during which Plaintiff and Aggrieved Employees work
6 throughout their shift. As most shifts worked are at least eight hours in length, this time during
7 which employees are uncompensated before clocking in and/or during meal periods but under
8 Defendant's control, should be, but was not, paid at the applicable overtime rate.

9 68. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
10 unpaid wages, and lost interest on such wages, and expenses.

11 69. These claims are on behalf of all the non-exempt employees employed in California by ACCU
12 Bio-Chem and/or DOES.

13 70. Plaintiff, as a representative of the people of the State of California, will seek any and all
14 penalties otherwise capable of being collected by the Labor commission and/or the Department
15 of Labor Standards Enforcement (DLSE) for violations of California Labor Code section 510.

16 71. Plaintiff, as a representative of the people of the State of California, will seek all penalties
17 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
18 each of the following, as set forth in California Labor Code section 2699.5, which provides
19 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
20 226.7, 512 and 518.

21 72. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on
22 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
23 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
24 initial violation per California Labor Code section 2699(f)(2) and two hundred dollars
25 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
26 California Labor Code section 2699(f)(2).

27 73. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
28 Employees, seeks penalties pursuant to California Labor Code section 558 for violations

pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST ACCU BIO-CHEM AND/OR DOES: Violation of the PAGA for Failure to Provide Meal Periods (California Labor Code §2698 et. seq.).

74. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

75. Under California Labor Code section 512, and IWC Wage Order 4-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

76. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

77. Under California Labor Code section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

78. ACCU Bio-Chem and/or DOES have a consistent policy and/or practice of not providing meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu thereof.

79. ACCU Bio-Chem and/or DOES institute a consistent policy/practice of not providing first meal periods before the end of the fifth hour of work to Plaintiff and non-exempt employees and/or providing compensation in lieu thereof.

80. ACCU Bio-Chem and/or DOES have a consistent policy and/or practice of requiring Plaintiff

1 and the Aggrieved Employees to work at least five (5) hours without a meal period and failing
2 to pay such employees one (1) hour of pay at the employees' regular rate of compensation for
3 each workday that the meal period is not provided, or other compensation in lieu thereof, as
4 required by California's state wage and hour laws.

5 81. Further, ACCU Bio-Chem and/or DOES breach the legal duty to provide meal periods to
6 employees by imposing a continuous and consistent policy requiring Plaintiff and the
7 Aggrieved Employees to work through their meal periods to satisfy the demanding workload
8 duties imposed by ACCU Bio-Chem and/or DOES, thereby denying Plaintiff and the
9 Aggrieved Employees of the right to be completely free from employer control under
10 California law. Plaintiff and the Aggrieved Employees were not free of all work duties and/or
11 employer control during meal periods, including the demand that employees be ready and
12 available to take work calls during meal periods.

13 82. Throughout the statutory period, ACCU Bio-Chem and/or DOES valued productivity over
14 providing meal periods and, because of this, meal breaks were not priorities to ACCU Bio-
15 Chem and/or DOES.

16 83. ACCU Bio-Chem and/or DOES have a consistent policy and/or practice of not providing
17 second meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation
18 in lieu thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with
19 second meal periods when they worked ten (10) to twelve (12) hours.

20 84. By failing to provide statutory first and/or second meal periods, and by failing to provide
21 compensation for unprovided meal periods, as alleged above, ACCU Bio-Chem and/or DOES
22 willfully violate the provisions of the California Labor Code section 226.7 and 512.

23 85. These claims are on behalf of all the non-exempt employees employed in California by ACCU
24 Bio-Chem and/or DOES.

25 86. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
26 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
27 has satisfied all prerequisites to serve as a representative of the general public to enforce
28 California's labor laws, and the penalty provisions identified in California Labor Code section

- 2699.5 for violations of California Labor Code sections 226.7 and 512.
87. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, ACCU Bio-Chem and/or DOES willfully violate the provisions of California Labor Code sections 226.7 and 512, and IWC Wage Order No. 4-2001.
88. As a result of the unlawful acts of ACCU Bio-Chem and/or DOES, Plaintiff and the Aggrieved Employees have been deprived of premium wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys' fees, and costs.
89. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.
90. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.
91. During the relevant time period, ACCU Bio-Chem and/or DOES fail to pay Plaintiff and the Aggrieved Employees the full meal period premium due pursuant to California Labor Code section 226.7.
92. ACCU Bio-Chem's and/or DOES' conduct violates applicable IWC Wage Order 4-2001 and California Labor Code sections 226.7 and 512(a).
93. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5.
94. Plaintiff, as a representative of the people of the State of California, will seek all penalties

otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in California Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, 512 and 518.

95. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per California Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).

96. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved employees, seeks penalties pursuant to California Labor Code Section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

FOURTH CAUSE OF ACTION AGAINST ACCU BIO-CHEM AND/OR DOES: Violation of the PAGA for Failure to Provide Rest Periods (California Labor Code §2698 et. seq.).

97. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

98. Industrial Welfare Commission Order No. 4-2001 section 12(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

99. At all times mentioned herein, ACCU Bio-Chem and/or DOES fail to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

100. ACCU Bio-Chem’s and/or DOES’ business model was such that Aggrieved Employees were assigned too much work that could not be reasonably completed within their assigned shift,

1 resulting in Aggrieved Employees routinely and regularly being forced to work through their
2 rest periods.

3 101. ACCU Bio-Chem and/or DOES breach the legal duty to provide rest periods to employees by
4 imposing a continuous and consistent policy of requiring Plaintiff and non-exempt employees
5 to work through their rest periods.

6 102. Throughout the statutory period, ACCU Bio-Chem and/or DOES have a pattern and practice
7 of assigning too much work to be completed in too short of time frames, resulting in Plaintiff
8 and those similarly situated not to take rest periods.

9 103. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
10 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for
11 these unprovided rest periods, as alleged above, ACCU Bio-Chem and/or DOES willfully
12 violate the provisions of California Labor Code section 226.7.

13 104. These claims are on behalf of all non-exempt employees employed in California by ACCU
14 Bio-Chem and/or DOES.

15 105. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
16 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
17 has satisfied all prerequisites to serve as a representative of the general public to enforce
18 California's labor laws, and the penalty provisions identified in California Labor Code section
19 2699.5 for violations of California Labor Code section 226.7.

20 106. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10)-minute rest
21 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
22 satisfied all prerequisites to serve as a representative of the general public to enforce
23 California's labor laws, and the penalty provisions identified in California Labor Code section
24 2699.5.

25 107. Plaintiff, as a representative of the people of the State of California, will seek all penalties
26 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
27 each of the following, as set forth in California Labor Code section 2699.5, which provides
28 that section 2699.3(a) applies to any alleged violation of the following provisions: sections

226.7 and 518.

108. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per California Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).

109. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST ACCU BIO-CHEM AND/OR DOES: Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (California Labor Code §2698 et. seq.).

110. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

111. California Labor Code section 226(a) requires ACCU Bio-Chem and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the Aggrieved Employees. California Labor Code section 226(a) requires ACCU Bio-Chem and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees, either as an detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee

1 identification number other than the social security number, (8) the name and address of the
2 legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period
3 and the corresponding number of hours worked at each hourly rate and the corresponding
4 number of hours worked at each hourly rate by the employee....”

5 112. California Labor Code section 226, subdivision (a) also requires that “deductions made from
6 payment of wages shall be recorded in ink or other indelible form, properly dated, showing the
7 month, day and year, and a copy of the statement and the record of the deductions shall be kept
8 on file by the employer for at least three years at the place of employment or at a central
9 location within the State of California.”

10 113. ACCU Bio-Chem and/or DOES have knowingly and intentionally failed to comply with
11 California Labor Code section 226(a) on each and every wage statement provided to Plaintiff
12 and the Aggrieved Employees.

13 114. California Labor Code section 1174 requires ACCU Bio-Chem and/or DOES to maintain and
14 preserve, in a centralized location, records showing the daily hours worked by and the wages
15 paid to its employees. ACCU Bio-Chem and/or DOES have knowingly and intentionally failed
16 to comply with California Labor Code section 1174. The failure of ACCU Bio-Chem and/or
17 DOES, and each of them, to comply with California Labor Code section 1174 is unlawful
18 pursuant to California Labor Code section 1175.

19 115. ACCU Bio-Chem and/or DOES fail to maintain accurate time records - as required by IWC
20 Wage Order No. 4-2001(7), and Cal. Code Regs., Title 8 section 11040 - showing, among other
21 things, the total daily hours worked in itemized wage statements, total wages, bonuses and/or
22 incentives earned, and all deductions made.

23 116. ACCU Bio-Chem and/or DOES have knowingly and intentionally failed to provide Plaintiff
24 and the Aggrieved Employees with accurate itemized wage statements which show: (1) gross
25 wages earned, (2) total hours worked by the employee... (3) the number of piece-rate units
26 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
27 deductions, provided that all deductions made on written orders of the employee may be
28 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period

1 for which the employee is paid, (7) the name of the employee and only the last four digits of
2 his or her social security number or an employee identification number other than a social
3 security number, (8) the name and address of the legal entity that is the employer and, if the
4 employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
5 and address of the legal entity that secured the services of the employer, and (9) all applicable
6 hourly rates in effect during the pay period and the corresponding number of hours worked at
7 each hourly rate by the employee[.]” California Labor Code section 226(a).

8 117. ACCU Bio-Chem and/or DOES knowingly and intentionally did not include the gross wages
9 earned on wage statements. ACCU Bio-Chem therefore knowingly and intentionally failed to
10 itemize the gross wages earned on Plaintiff’s and the Aggrieved Employees’ wage statements.

11 118. In every pay period during the period of the relevant statute of limitations, ACCU Bio-Chem
12 and/or DOES knowingly and intentionally did not itemize the total hours worked on wage
13 statements as California Labor Code section 226, subsection (a), requires. In every pay period
14 during the period of the relevant statute of limitations, ACCU Bio-Chem and/or DOES
15 knowingly and intentionally did not include the total hours worked on wage statements. ACCU
16 Bio-Chem and/or DOES therefore knowingly and intentionally fail to itemize the total hours
17 worked on Plaintiff’s and the Aggrieved Employees’ wage statements.

18 119. In every pay period during the period of the relevant statute of limitations, ACCU BIO-CHEM
19 and/or DOES knowingly and intentionally did not itemize the total hours worked on wage
20 statements as *Labor Code* section 226, subsection (a), requires. In every pay period during the
21 period of the relevant statute of limitations, ACCU BIO-CHEM and/or DOES knowingly and
22 intentionally did not include the total hours worked on wage statements. Plaintiff and
23 Aggrieved Employees are not paid for the time it takes them before clocking in to buzz in at
24 the security door and wait for someone to open the door and let them in. Defendants and/or
25 DOES therefore knowingly and intentionally fail to itemize the total hours worked on
26 Plaintiff’s and Aggrieved Employees’ wage statements.

27 120. Additionally, ACCU Bio-Chem and/or DOES have had a continuous policy of not paying
28 Plaintiff and the Aggrieved Employees for all hours worked in that ACCU Bio-Chem and/or

DOES continuously and consistently clock Plaintiff and the Aggrieved Employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Plaintiff and the Aggrieved Employees work through their meal periods and/or were unable to take meal periods. Thus, ACCU Bio-Chem and/or DOES shave/steal earned wages from Plaintiff and the Aggrieved Employees every day they work without a meal period and have time deducted.

121. Defendant and/or DOES have also failed to correctly provide the name and address of the legal entity that is the employer by citing the employer as “ACCU BIO-CHEM LABORATORIES LLC” whereas the closest entity in the Secretary of State register is “ACCU BIO-CHEM LABORATORIES, LLC”.

122. Defendant and/or DOES also did not itemize the amount of sick pay accrued on wage statements.

123. In every pay period during the period of the relevant statute of limitations, ACCU Bio-Chem and/or DOES knowingly and intentionally did not include the net wages earned on wage statements.

124. As a result of the knowing and intentional failure by ACCU Bio-Chem and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the Aggrieved Employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

125. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

126. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174, 1199.

1 127. Pursuant to Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
2 herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one
3 hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation
4 per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved
5 Employee per pay period for each subsequent violation, per *California Labor Code* section
6 2699(f)(2).

7 128. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
8 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
9 pursuant to this chapter or any provisions regulating hours and days of the week of the
10 Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

11 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
12 **PAGA for Failure to Pay Wages Due at Termination and During Employment (California Labor**
13 **Code §2698 et. seq.).**

14 129. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
15 as if fully plead.

16 130. ACCU Bio-Chem and/or DOES and/or their officers and/or managing agents willfully failed
17 to pay, in a timely manner, wages owed to the Aggrieved Employees who left ACCU Bio-
18 Chem's and/or DOES' employ or who were terminated.

19 131. Aggrieved Employees who ended their employment with ACCU Bio-Chem and/or DOES
20 during the last year were entitled to be promptly paid all lawful compensation, and other
21 premiums, as required by California Labor Code sections 201 through 203.

22 132. At all relevant times, California Labor Code sections 201 and 202 provide that if an employer
23 discharges an employee, the wages earned and unpaid at the time of discharge are due and
24 payable immediately, and if an employee quits his or her employment, his or her wages shall
25 become due and payable no later than seventy-two (72) hours thereafter, unless the employee
26 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
27 employee is entitled to his or her wages at the time of quitting.

28 133. During the relevant time period, ACCU Bio-Chem and/or DOES intentionally and willfully

- fail to pay the Aggrieved Employees who are no longer employed by ACCU Bio-Chem and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving ACCU Bio-Chem's and/or DOES' employ.
134. ACCU Bio-Chem's and/or DOES' failure to pay the Aggrieved Employees who are no longer employed by ACCU Bio-Chem and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendants' and/or DOES' employ, is in violation of California Labor Code sections 201 and 202.
135. California Labor Code section 203 provides that when an employer willfully fails to pay wages owed, in accordance with California Labor Code sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until and action is commenced; but the wages shall not continue for more than thirty (30) days.
136. Plaintiff, as a non-exempt employee who ACCU Bio-Chem and/or DOES fail to pay all wages, failed to provide a minimum statutory first and/or second meal periods, and failed to provide paid ten (10) minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5.
137. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in California Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.
138. These claims are on behalf of all non-exempt, hourly employees employed by ACCU Bio-Chem and/or DOES in California.
139. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per California Labor Code section 2699(f)(2) and two hundred dollars

(\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).

140. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code section 558(a)(1) and 558(a)(2).

SEVENTH CAUSE OF ACTION AGAINST ACCU BIO-CHEMS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Paid Sick Days and Failure to Provide Written Notice Setting Forth the Amount of Sick Leave Available (California Labor Code §2698 et. seq.).

141. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

142. Section 246(a)(1) of the California Labor Code states: “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.”

143. Section 246(c) of the Labor Code states: “An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.”

144. Section 233(c) of the California Labor Code states: “An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.”

145. Section 233(d) of the California Labor Code provides relief for violations of this section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate equitable relief.”

146. Section 234 of the California Labor Code further forbids employers from adopting an “absence

control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.”

147. California Labor Code § 246(k) provides that, “[a]n employee may determine how much paid sick leave they need to use, provided that an employer may set a renewable minimum increment, not to exceed two hours, for the use of paid sick leave.”

148. ACCU BIO-CHEM and/or DOES fail to provide paid sick days in accordance with these provisions.

149. ACCU BIO-CHEM and/or DOES sick pay policy requires employees to use sick pay in minimum increments of four hours.

150. Defendants ACCU BIO-CHEM and/or DOES operate under an absence control policy that counts sick leave taken pursuant to Section 233 as an unauthorized absence that may result in discipline, discharge, demotion, or termination. Thus, Defendants ACCU BIO-CHEM and/or DOES’ sick pay policy punishes Plaintiff and Aggrieved Employees by way of suspension and/or termination for use of protected and appropriate sick leave.

151. Further, ACCU Bio-Chem’s and/or DOES’ sick pay policy fails to pay sick pay for all appropriate and protected purposes enumerated in Labor Code section 233, 234, and 246, and ACCU Bio-Chem and/or DOES fail to itemize the amount of accrued/available sick leave Plaintiff and Aggrieved Employees have on wage statements each pay period.

152. Section 246(i) of the California Labor Code states, “[a]n employer shall provide an employee with written notice that sets forth the amount of sick leave available, or paid time off an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

153. ACCU Bio-Chem and/or DOES fail to itemize sick leave available, or paid time off an employer provides in lieu of sick leave, for us on Plaintiff’s and the Aggrieved Employees’ itemized wage statements or in a separate writing provided on the designated pay date with the

- employee's payment of wages.
154. Section 246(k) of the California Labor Code states, "[a]n employee may determine how much paid sick leave they need to use, provided that an employer may set a reasonable minimum increment, not to exceed two hours, for use of paid sick leave."
155. ACCU Bio-Chem and/or DOES require Plaintiff and the Aggrieved Employees to use paid sick leave in increments of four (4) or eight (8) hours in violation of California Labor Code § 246(k).
156. ACCU Bio-Chem's and/or DOES' sick pay policy fails to pay sick pay for all appropriate and protected purposes enumerated in Labor Code sections 233, 234, 246, and 246.5, and ACCU Bio-Chem and/or DOES fail to itemize the amount of accrued/available sick leave employees have on wage statements each pay period.
157. As a result of the unlawful acts of ACCU Bio-Chem and/or DOES, Plaintiff and the Aggrieved Employees he seeks to represent have been incurred damages, in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 233(e).
158. These claims are on behalf of all non-exempt employees employed by ACCU Bio-Chem and/or DOES in California.
159. Plaintiff, as a non-exempt employee who was subject to ACCU Bio-Chem's and/or DOES' unlawful sick pay/paid time off policy, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5 for violations of the California Labor Code sections 233, 234, 246, and 246.5.
160. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays for relief and judgment against ACCU Bio-Chem and/or DOES, jointly and severally, as follows:

- A. For penalties as provided under California Labor Code sections 558(a)(1) and 558(a)(2).
- B. For penalties as provided, per each violation, by the PAGA, California Labor Code section 2699, et. seq. for failure to provide compliant meal periods;
- C. For all statutory penalties for each pay period during which an employee was underpaid due to failure to provide compliant meal periods;
- D. For penalties as provided, per each violation, by the PAGA, California Labor Code section 2699, et. seq. for failure to provide all rest periods;
- E. For all statutory penalties provided under California Labor Code for each pay period during which an employee was underpaid due to failure to provide paid rest periods;
- F. For penalties as provided, per each violation, by the PAGA, California Labor Code section 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time worked;
- G. For penalties as provided, per each violation, by the PAGA, California Labor Code section 2699, et. seq. for failure to provide accurate, itemized wage statements;
- H. For penalties as provided, per each violation, by the PAGA, California Labor Code section 2699, et. seq. for failure to timely pay wages at separation;
- I. For penalties as provided, per each violation, by the PAGA, California Labor Code section 2699, et. seq. for failure to adopt a lawful sick pay policy; and
- J. For reasonable attorneys' fees and costs under the PAGA, California Labor Code section 2699(g)(1).

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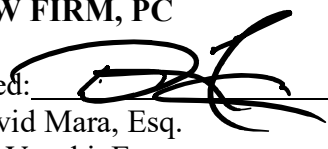
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff demands a jury trial as to liability.

3
4 **MARA LAW FIRM, PC**

5 Date: January 11, 2023

Signed: 
David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff VALERIE MAE
LUNA, on behalf of herself and all others
similarly situated, and on behalf of the general
public