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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By A. Villasenor, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ALIREZA MEHR, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

NEOGENOMICS LABORATORIES,
INC., a Florida corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25CU045555C

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.***

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Alireza Mehr, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action do not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is proper in this Court because Defendants employ persons within the
24 County of San Diego, and have violated the requirements of the California Labor Code and
25 applicable IWC Wage Order in this county which give rise to the penalties sought in this
26 action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of
27 the California Labor Code and applicable IWC Wage Order in at least one (1) location within
28 the County of San Diego, including Defendants’ facility in Carlsbad (2173 Salk Avenue, Suite

300, Carlsbad, California 92008). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Diego County and Plaintiff could bring this action to recover penalties in San Diego County, venue is proper.

THE PARTIES

4. Plaintiff Alireza Mehr is a resident of Rancho Santa Margarita, in Orange County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately May 2024 to June 2025. Plaintiff worked as a Project Data Administrator I for Defendants based out of their facility located at 31 Columbia Avenue, Aliso Viejo, California. During his employment, Plaintiff typically worked eight (8) hours per day or more, and five (5) days or more per week. At the time Plaintiff's employment with Defendants ended, he was compensated approximately \$26.52 per hour. Plaintiff's primary job duties included, without limitation, preparing for and attending meetings, transcribing results and demographics data from hardcopy to digital, and performing data quality control activities.

5. NEOGONOMICS LABORATORIES, INC. was and is, upon information and belief, a Florida corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of NEOGENOMICS LABORATORIES, INC., at all relevant times.

8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, NEOGENOMICS

1 LABORATORIES, INC. and/or DOES 1 through 10 (collectively, “Defendants” or
2 “NEOGENOMICS”), each acting as the agent, employee, alter ego, and/or joint venturer of,
3 or working in concert with, each of the other co-Defendants and was acting within the course
4 and scope of such agency, employment, joint venture, or concerted activity with legal
5 authority to act on the others’ behalf. The acts of any and all Defendants were in accordance
6 with, and represent, the official policy of Defendants.

7 9. At all relevant times, Defendants, and each of them, ratified each and every act
8 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
9 and abetted the acts and omissions of each and all the other Defendants in proximately causing
10 the damages herein alleged.

11 10. Plaintiff is informed and believes, and thereon alleges, that each of said
12 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
13 omissions, occurrences, and transactions alleged herein.

14 **GENERAL ALLEGATIONS**

15 11. Defendants are a cancer diagnostics company specializing in genetics testing
16 and information services and operate a network of laboratories for full-service sample
17 processing and analysis services throughout the US, with at least three (3) facilities in
18 California. Upon information and belief, Defendants maintain a single, centralized Human
19 Resources (“HR”) department at their company headquarters in Fort Myers, Florida, which is
20 responsible for the recruiting and hiring of new employees, and communicating and
21 implementing Defendants’ company-wide policies, including timekeeping policies and meal
22 and rest period policies, to employees throughout California.

23 12. In particular, Plaintiff and class members, on information and belief, received
24 the same standardized documents and/or written policies. Upon information and belief, the
25 usage of standardized documents and/or written policies, including new-hire documents,
26 indicate that Defendants dictated policies at the corporate level and implemented them
27 company-wide, regardless of their employees’ assigned locations or positions. Upon
28 information and belief, Defendants set forth uniform policies and procedures in several

documents provided at an employee's time of hire.

13. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Fort Myers, Florida, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

14. Defendants continue to employ non-exempt or hourly paid employees in California.

15. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members were not paid for all hours worked because all hours worked were not recorded.

17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were not paid at least minimum wages for work done off-the-clock.

19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to meal periods in

1 accordance with the California Labor Code and applicable IWC Wage Order or payment of
2 one (1) additional hour of pay at their regular rates of pay when they were not provided with
3 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
4 were not provided with all meal periods or payment of one (1) additional hour of pay at their
5 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
6 period.

7 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to be paid at a regular rate
9 of pay, and corresponding rates of pay for meal and rest period premiums, that included as
10 eligible income all remuneration required by law, including but not limited to, all income
11 derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation,
12 but failed to include all forms of remuneration in calculating the regular rate of pay for
13 Plaintiff and class members.

14 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to rest periods in
16 accordance with the California Labor Code and applicable IWC Wage Order or payment of
17 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
18 permitted to take a compliant rest period. In violation of the Labor Code, Plaintiff and class
19 members were not authorized and permitted to take compliant rest periods, nor did Defendants
20 provide Plaintiff and class members with payment of one (1) additional hour of pay at their
21 regular rates of pay when they were not authorized and permitted to take a compliant rest
22 period.

23 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive complete and
25 accurate wage statements in accordance with California law. In violation of the California
26 Labor Code, Plaintiff and class members were not provided complete and accurate wage
27 statements.

28 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that they had a duty to maintain accurate and complete payroll records in
2 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
3 knowingly, and intentionally failed to do so.

4 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were entitled to timely payment of all
6 wages earned upon termination of employment. In violation of the California Labor Code,
7 Plaintiff and class members did not receive payment of all wages due, including, but not
8 limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick
9 leave pay, within permissible time periods.

10 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to timely payment of wages
12 during their employment. In violation of the California Labor Code, Plaintiff and class
13 members did not receive payment of all wages, including, but not limited to, overtime wages,
14 minimum wages, meal and rest period premiums, and/or sick leave pay, within permissible
15 time periods.

16 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive sick leave
18 benefits to be paid at a regular rate of pay, that included, as eligible income, all income
19 derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation. In
20 violation of the California Labor Code, Defendants failed to include all forms of remuneration
21 in calculating the regular rate of pay for sick leave pay.

22 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive full
24 reimbursement for all business-related expenses and costs they incurred during the course and
25 scope of their employment and that they did not receive full reimbursement of applicable
26 business-related expenses and costs incurred.

27 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants knew or should have known that they had a duty to compensate

1 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
2 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
3 falsely represented to Plaintiff and class members that they were properly denied wages, all in
4 order to increase Defendants' profits.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

6 29. At all times herein set forth, PAGA provides that any provision of law under
7 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
8 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
9 violations of the California Labor Code and applicable IWC Wage Order may, as an
10 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
11 themselves and other current or former employees pursuant to procedures outlined in
12 California Labor Code section 2699.3.

13 30. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
14 "any person who was employed by the alleged violator and personally suffered each of the
15 violations alleged."

16 31. Plaintiff and other current and former employees of Defendants are "aggrieved
17 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
18 current or former employees and each of the alleged violations were committed against them.

19 32. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved
20 employees, including Plaintiff, may pursue a civil action arising under PAGA after the
21 following requirements have been met:

22 (a) The aggrieved employee or representative shall give written notice by
23 online filing with the LWDA and by certified mail to the employer of
24 the specific provisions of the California Labor Code alleged to have
25 been violated, including the facts and theories to support the alleged
26 violation.

27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(a) and any employer response to that notice shall be

1 accompanied by a filing fee of seventy-five dollars (\$75).

- 2 (c) The LWDA shall notify the employer and the aggrieved employee or
3 representative by certified mail that it does not intend to investigate the
4 alleged violation ("LWDA Notice") within sixty (60) calendar days of
5 the postmark date of the aggrieved employee's notice. Upon receipt of
6 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
7 (65) calendar days of the postmark date of the aggrieved employee's
8 notice, the aggrieved employee may commence a civil action pursuant
9 to California Labor Code section 2699 to recover civil penalties.

10 33. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
11 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
12 provision other than those listed in Section 2699.5 after the following requirements have been
13 met:

- 14 (a) The aggrieved employee or representative shall give written notice by
15 online filing with the LWDA and by certified mail to the employer of
16 the specific provisions of the California Labor Code alleged to have
17 been violated (other than those listed in Section 2699.5), including the
18 facts and theories to support the alleged violation.
- 19 (b) An aggrieved employee's notice filed with the LWDA pursuant to
20 2699.3(c) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75).
- 22 (c) The employer may cure the alleged violation within thirty-three (33)
23 calendar days of the postmark date of the notice sent by the aggrieved
24 employee or representative. The employer shall give written notice
25 within that period of time by certified mail to the aggrieved employee or
26 representative and by online filing with the LWDA if the alleged
27 violation is cured, including a description of actions taken, and no civil
28 action pursuant to Section 2699 may commence. If the alleged violation

1 is not cured within the 33-day period, the aggrieved employee may
2 commence a civil action pursuant to Section 2699.

3 34. On September 23, 2025, Plaintiff provided written notice by online filing to the
4 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
5 Code alleged to have been violated, including facts and theories to support the alleged
6 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
7 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
8 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
9 Plaintiff PAGA Case Number LWDA-CM-1127234-25. A true and correct copy of Plaintiff's
10 written notice to the LWDA and Defendants dated September 23, 2025, is attached hereto as
11 "Exhibit 1".

12 35. As of the filing date of this amended complaint, over 65 days have passed since
13 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that
14 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

15 36. Thus, Plaintiff has satisfied the administrative prerequisites under California
16 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
17 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
18 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

19 37. Labor Code section 558(a) provides "[a]ny employer or other person acting on
20 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
21 provision regulating hours and days of work in any order of the Industrial Welfare
22 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
23 dollars (\$50) for each underpaid employee for each pay period for which the employee was
24 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee was underpaid" Labor
26 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
27 to any other civil or criminal penalty provided by law."

28 38. Defendants, at all times relevant to this complaint, were employers or persons

1 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
2 rights by violating various sections of the California Labor Code as set forth above.

3 39. As set forth below, Defendants have violated numerous provisions of both the
4 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
5 Order.

6 40. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
7 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
8 interest as a private attorney general, seek assessment and collection of civil penalties and
9 injunctive relief for himself, all other aggrieved employees, and the State of California against
10 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246,
11 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

12 **CLASS ACTION ALLEGATIONS**

13 41. Plaintiff brings this action on his own behalf, as well as on behalf of each and
14 all other persons similarly situated, and thus seeks class certification under California Code of
15 Civil Procedure section 382.

16 42. All claims alleged herein arise under California law for which Plaintiff seeks
17 relief authorized by California law.

18 43. Plaintiff's proposed class consists of and is defined as follows:

19 All persons who worked for Defendants as non-exempt, hourly
20 paid employees in California, at any time from May 21, 2024,
until the date of trial ("Class").

21 44. Plaintiff's proposed subclass consists of and is defined as follows:

22 All persons who worked for Defendants as non-exempt, hourly
23 paid employees in California and who received at least one wage
24 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

25 45. Members of the Class and Subclass are referred to herein as "class members."

26 46. Plaintiff reserves the right to redefine the Class and Subclass and to add
27 additional subclasses as appropriate based on further investigation, discovery, and specific
28 theories of liability.

1 47. There are common questions of law and fact as to class members that
2 predominate over questions affecting only individual members, including, but not limited to:

- 3 (a) Whether Defendants required Plaintiff and class members to work over
4 eight (8) hours per day, over twelve (12) hours per day, or over forty
5 (40) hours per week and failed to pay all legally required overtime
6 compensation to Plaintiff and class members;
- 7 (b) Whether Defendants failed to pay Plaintiff and class members at least
8 minimum wages for all hours worked;
- 9 (c) Whether Defendants failed to provide Plaintiff and class members meal
10 periods;
- 11 (d) Whether Defendants failed to include all forms of remuneration in the
12 regular rate of pay as required by law for purposes of paying meal and
13 rest period premiums to Plaintiff and class members;
- 14 (e) Whether Defendants failed to authorize and permit Plaintiff and class
15 members to take rest periods;
- 16 (f) Whether Defendants provided Plaintiff and class members with
17 complete and accurate wage statements as required by California Labor
18 Code section 226(a);
- 19 (g) Whether Defendants maintained accurate payroll records as required by
20 California Labor Code section 1174(d);
- 21 (h) Whether Defendants failed to pay earned overtime wages, minimum
22 wages, meal and rest period premiums, and/or sick leave pay due to
23 Plaintiff and class members upon their discharge;
- 24 (i) Whether Defendants failed to timely pay overtime wages, minimum
25 wages, meal and rest period premiums, and/or sick leave pay due to
26 Plaintiff and class members during their employment;
- 27 (j) Whether Defendants failed to properly calculate the regular rate of pay
28 upon which Plaintiff's and class members' sick leave rate of pay was

1 based;

- 2 (k) Whether Defendants failed to reimburse Plaintiff and class members for
3 necessary and required business-related expenditures and/or losses
4 incurred by them in the scope of their employment;
- 5 (l) Whether Defendants engaged in unlawful and unfair business practices
6 in violation of California Business & Professions Code sections 17200,
7 *et seq.*; and
- 8 (m) The appropriate amount of damages, restitution, or monetary penalties
9 resulting from Defendants' violations of California law.

10 48. There is a well-defined community of interest in the litigation and the class
11 members are readily ascertainable:

- 12 (a) Numerosity: The class members are so numerous that joinder of all
13 members would be unfeasible and impractical. The membership of the
14 entire class is unknown to Plaintiff at this time; however, the class is
15 estimated to be greater than one hundred (100) individuals and the
16 identity of such membership is readily ascertainable by inspection of
17 Defendants' employment records.
- 18 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
19 protect the interests of each class member with whom he has a well-
20 defined community of interest, and Plaintiff's claims (or defenses, if
21 any) are typical of all class members as demonstrated herein.
- 22 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
23 protect the interests of each class member with whom he has a well-
24 defined community of interest and typicality of claims, as demonstrated
25 herein. Plaintiff acknowledges that he has an obligation to make known
26 to the Court any relationship, conflicts or differences with any class
27 member. Plaintiff's attorneys, the proposed class counsel, are versed in
28 the rules governing class action discovery, certification, and settlement.

1 Plaintiff has incurred, and throughout the duration of this action, will
2 continue to incur costs and attorneys' fees that have been, are, and will
3 be necessarily expended for the prosecution of this action for the
4 substantial benefit of each class member.

5 (d) Superiority: The nature of this action makes the use of class action
6 adjudication superior to other methods. A class action will achieve
7 economies of time, effort, and expense as compared with separate
8 lawsuits, and will avoid inconsistent outcomes because the same issues
9 can be adjudicated in the same manner and at the same time for the
10 entire class.

11 (e) Public Policy Considerations: Employers in the State of California
12 violate employment and labor laws every day. Current employees are
13 often afraid to assert their rights out of fear of direct or indirect
14 retaliation. Former employees are fearful of bringing actions because
15 they believe their former employers might damage their future
16 endeavors through negative references and/or other means. Class
17 actions provide the class members who are not named in the complaint
18 with a type of anonymity that allows for the vindication of their rights
19 while simultaneously protecting their privacy.

20 **FIRST CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

22 **(Against all Defendants)**

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

25 50. Labor Code section 1198 makes it illegal to employ an employee under
26 conditions of labor that are prohibited by the applicable wage order. California Labor Code
27 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
28 be the . . . standard conditions of labor for employees. The employment of any employee . . .

1 under conditions of labor prohibited by the order is unlawful.”

2 51. California Labor Code section 1198 and the applicable IWC Wage Order
3 provide that it is unlawful to employ persons without compensating them at a rate of pay
4 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
5 number of hours worked by the person on a daily or weekly basis.

6 52. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and class members working more than eight (8) hours in a day
8 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
9 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
10 workweek.

11 53. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
13 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
14 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
15 employee, including nondiscretionary bonuses and incentive pay.

16 54. California Labor Code section 510 codifies the right to overtime compensation
17 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
18 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
19 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
20 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
21 in a day on the seventh (7th) day of work.

22 55. During the relevant time period, Defendants willfully failed to pay all overtime
23 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
24 class members were not paid overtime premiums for all of the hours they worked in excess of
25 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
26 hours in a week, because all hours worked were not recorded.

27 56. First, during the relevant time period, Defendants had, and continue to have, a
28 company-wide policy and/or practice of discouraging and impeding Plaintiff and class

1 members from recording hours worked that were outside of their scheduled shifts in order to
2 limit the amount of overtime employees could accrue. This policy of limiting overtime led
3 Plaintiff and class members to work off-the-clock after their scheduled shifts. For example,
4 Plaintiff and class members were required to respond to phone communications from
5 management and complete work assignments after their shifts. For instance, Plaintiff was
6 required to answer work-related phone calls and text messages from his project manager and
7 coworkers to discuss urgent requests tied to his projects and deliverables and complete these
8 work assignments by the end of the day, while off-the-clock. Thus, Defendants failed to track
9 all of the time that employees spent performing work-related tasks outside of their shifts, and
10 Plaintiff and class members received no compensation for this time.

11 57. Second, Defendants had, and continue to have, company-wide policies and/or
12 practices of assigning heavy workloads and pressuring employees to meet time-sensitive client
13 deadlines, including rush projects and same-day assignments. Defendants also had a practice
14 of scheduling mandatory meetings for employees, including continuous back-to-back
15 meetings throughout the course of a work day and/or sudden ad-hoc, unscheduled meetings,
16 without building in sufficient time to allow for 30-minute meal periods. Defendants' practices
17 prevented Plaintiff and class members from taking all uninterrupted 30-minute meal periods,
18 and forced them to work off-the-clock during their meal periods to complete their
19 assignments. Defendants also had a practice of failing to schedule meal periods, which further
20 caused Plaintiff and class members to not be relieved of their duties for compliant meal
21 periods. For example, Plaintiff's meal periods were sometimes interrupted and/or cut short by
22 Defendants' managers demanding he attend mandatory ad-hoc, unscheduled meetings during
23 his meal periods. Defendants did not compensate Plaintiff and class members for the time
24 they spent working off the clock during meal periods.

25 58. Third, Defendants' company-wide timekeeping system prevented Plaintiff and
26 class members from recording all hours worked when their meal periods were shortened or
27 interrupted, because the system locked out Plaintiff and class members once they clocked out
28 for a meal period, and would not permit them to clock back in from a meal period before 30

1 minutes had elapsed. Thus, Defendants did not record all hours worked during meal periods,
2 and Plaintiff and class members performed work during meal periods for which they were not
3 paid.

4 59. Defendants knew or should have known that, as a result of these company-wide
5 practices and/or policies, Plaintiff and class members were performing their assigned duties
6 off-the-clock after their scheduled shifts and during meal periods, and were suffered or
7 permitted to perform work for which they were not paid. Because Plaintiff and class members
8 worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of
9 this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class
10 members were not paid overtime wages for all of the overtime hours they actually worked.

11 60. Defendants' failure to pay Plaintiff and class members the balance of overtime
12 compensation as required by California law, violates the provisions of California Labor Code
13 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
14 members are entitled to recover from Defendants their unpaid overtime compensation, as well
15 as interest, costs, and attorneys' fees.

16 **SECOND CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 18 **Minimum Wages** 19 **(Against all Defendants)**

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

22 62. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
23 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
24 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
25 fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time
26 during which an employee is subject to the control of an employer, and includes all the time
27 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code
28 Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

1 63. First, as set forth above, as a result of Defendants' policy of limiting the
2 amount of overtime employees could accrue, Defendants required Plaintiff and class members
3 to perform work off-the-clock after their scheduled shifts, such as responding to phone
4 communications from Defendants' management and completing work assignments after their
5 shifts, but they were not permitted to remain clocked in and/or record this time spent working
6 outside of scheduled shifts.

7 64. Second, as stated above, due to Defendants' policies and/or practices of
8 assigning heavy workloads, pressuring employees to meet time-sensitive client deadlines,
9 scheduling mandatory meetings for employees without building in sufficient time to allow for
10 30-minute meal periods, and failing to schedule meal periods, Plaintiff and class members
11 were prevented from taking all uninterrupted meal periods to which they were entitled and
12 were required to work off-the-clock during meal periods, have their meal periods interrupted,
13 and/or were otherwise not relieved of all duties during unpaid meal periods.

14 65. Moreover, as stated, Defendants' company-wide timekeeping system prevented
15 Plaintiff and class members from entering time worked during meal periods because the
16 system locked out Plaintiff and class members for a full 30 minutes. Thus, Defendants
17 systematically failed to pay Plaintiff and class members for actual hours worked during unpaid
18 meal periods because these hours were not always correctly recorded.

19 66. Defendants did not pay minimum wages for all hours worked by Plaintiff and
20 class members. To the extent that these off-the-clock hours did not qualify for overtime
21 premium payment, Defendants did not pay at least minimum wages for those hours worked
22 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
23 1198.

24 67. Defendants' failure to pay Plaintiff and class members minimum wages violates
25 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
26 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
27 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
28 interest thereon.

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THIRD CAUSE OF ACTION
Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period
Violations
(Against all Defendants)

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

69. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff’s and class members’ employment by Defendants. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

70. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

71. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

72. First, during the relevant time period, as set forth above, Defendants had, and continue to have, company-wide policies and/or practices of assigning heavy workloads and pressuring employees to meet time-sensitive client deadlines, including rush projects and

1 same-day assignments. As stated, Defendants also had a practice of scheduling mandatory
2 meetings for employees, including continuous back-to-back meetings throughout the course of
3 a work day and/or sudden ad-hoc, unscheduled meetings, without building in sufficient time to
4 allow for 30-minute meal periods, which prevented Plaintiff and class members from taking
5 all timely, uninterrupted meal periods to which they were entitled. Further, as also stated,
6 Defendants had a company-wide practice and/or policy of failing to schedule meal periods,
7 which further caused Plaintiff and class members to not be relieved of their duties for
8 compliant meal periods. For example, Plaintiff had to forgo some of his meal periods and/or
9 cut his meal periods short in order to keep up with the heavy workload, including meeting
10 various time-sensitive client deadlines for deliverables, completing rush projects, and
11 attending mandatory meetings. Similarly, Plaintiff took his meal periods late, after having
12 worked in excess of five (5) hours into his shift for the same reasons. Thus, Plaintiff and class
13 members had to work through all or part of their meal periods, had their meal periods
14 interrupted, and/or had to wait extended periods of time before taking meal periods.

15 73. Second, as also stated, Defendants' company-wide timekeeping system
16 prevented Plaintiff and class members from recording when their meal periods were shortened
17 or interrupted, because the system locked out Plaintiff and class members once they clocked
18 out for a meal period, and would not permit them to clock back in from a meal period before
19 30 minutes had elapsed.

20 74. Third, Plaintiff and class members worked shifts in excess of ten (10) hours
21 without receiving an uninterrupted second 30-minute meal period. For example, during his
22 employment, Plaintiff sometimes worked shifts in excess of ten (10) or more hours per day,
23 but was not provided a second 30-minute meal period. Plaintiff and class members did not
24 sign valid meal period waivers on days that they were entitled to meal periods and were not
25 relieved of all duties.

26 75. At all times mentioned herein, Defendants knew or should have known that as a
27 result of their policies, Plaintiff and class members were not actually relieved of all duties to
28 take timely, uninterrupted meal periods. Defendants further knew or should have known that

1 they did not pay Plaintiff and class members meal period premiums when meal periods were
2 late, interrupted, shortened, and/or missed.

3 76. Furthermore, Defendants engaged in a company-wide practice and/or policy of
4 not paying meal period premiums owed when compliant meal periods are not provided.
5 Because of this practice and/or policy, Plaintiff and class members have not received premium
6 pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants
7 did pay Plaintiff and class members premium pay for missed, late, and interrupted meal
8 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
9 premiums because Defendants systematically failed to include all forms of compensation,
10 such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the
11 regular rate of pay. For example, Defendants paid Plaintiff and class members incentive pay
12 and/or nondiscretionary bonuses which were listed on Plaintiff's and class members' wage
13 statements as "Performance Bonus." During pay periods that Plaintiff and class members
14 were paid premium pay for missed, late, and interrupted meal periods, Defendants did not
15 incorporate the incentive pay and/or nondiscretionary bonuses into Plaintiff's and class
16 members' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay
17 meal premiums. Specifically, Defendants paid Plaintiff and class members meal period
18 premiums at their straight hourly rate of pay instead of at their regular rate of pay. As a result,
19 Defendants failed to provide Plaintiff and class members compliant meal periods in violation
20 of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal
21 period premiums due.

22 77. Defendants' conduct violates the applicable IWC Wage Order, and California
23 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
24 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
25 rate of compensation for each work day that the meal period was not provided.

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FOURTH CAUSE OF ACTION
Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations
(Against all Defendants)

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

79. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and class members’ employment by Defendants.

80. At all relevant times, the applicable IWC Wage Order provides that “[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 period” and that the “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” unless the total daily work time is less than three and one-half (3 ½) hours.

81. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

82. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants’ company-wide policies and/or practices, including assigning heavy workloads, pressuring employees to meet time-sensitive client deadlines, and scheduling mandatory meetings for employees without building in sufficient time to allow for 10-minute rest periods, prevented Plaintiff and class

1 members from being relieved of all duty in order to take compliant rest periods. Defendants
2 also failed to schedule rest periods, which further led to Plaintiff and class members not being
3 authorized and permitted to take rest periods.

4 83. As a result of Defendants' practices and policies, Plaintiff and class members
5 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
6 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
7 Plaintiff had to forgo some of his rest periods due to the heavy workload and lack of rest
8 period coverage. When Plaintiff was able to take a rest period, his rest periods were
9 interrupted or cut short by Defendants' managers asking him questions or discussing the status
10 of rush projects or new assignments, by phone call or over the Microsoft Teams application.

11 84. Defendants also have engaged in a company-wide practice and/or policy of not
12 paying rest period premiums owed when compliant rest periods are not authorized and
13 permitted. Because of this practice and/or policy, Plaintiff and class members have not
14 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
15 did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest
16 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
17 premiums because Defendants failed to include all forms of compensation, such as incentive
18 pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.
19 As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them
20 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the
21 applicable IWC Wage Order.

22 85. Defendants' conduct violates the applicable IWC Wage Order and California
23 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
24 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
25 compensation for each work day that a compliant rest period was not authorized and
26 permitted.

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1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

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

7 87. At all relevant times herein set forth, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate and
9 complete itemized wage statement in writing, including, but not limited to, the name and
10 address of the legal entity that is the employer, the inclusive dates of the pay period, total
11 hours worked, and all applicable rates of pay.

12 88. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
14 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
15 that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all
16 applicable hourly rates in effect during the pay period, including rates of pay for overtime
17 wages meal and rest period premiums, and/or paid sick leave, and the corresponding number
18 of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
19 226(a)(2), 226(a)(5), and 226(a)(9).

20 89. Because Defendants did not record the time Plaintiff and Subclass members
21 spent working off the clock and deducted time from their records for meal periods that were
22 interrupted and/or missed (and therefore time for which they should have been paid),
23 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
24 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
25 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
26 Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly
27 rates of pay in effect during the pay period and the corresponding accurate number of hours
28 worked at each hourly rate, in violation of section 226(a)(9).

1 90. Moreover, because Defendants did not calculate Plaintiff’s and Subclass
2 members’ regular rate of pay correctly for purposes of paying meal and rest period premiums
3 and/or paid sick leave, Defendants did not list the correct amount of gross wages in
4 compliance with section 226(a)(1). For the same reason, Defendants failed to list the correct
5 amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list
6 all applicable hourly rates in effect during the pay period, namely, correct rates of pay for
7 meal and rest period premiums and/or paid sick leave, in violation of section 226(a)(9).

8 91. The wage statement deficiencies also include, among other things, failing to list
9 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
10 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
11 for which employees were paid; failing to list the name of the employee and only the last four
12 digits of his or her social security number or an employee identification number other than a
13 social security number; failing to list the name and address of the legal entity that is the
14 employer; and/or failing to state all hours worked as a result of not recording or stating hours
15 worked off-the-clock.

16 92. California Labor Code section 1174(d) provides that “[e]very person employing
17 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
18 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
19 plants or establishments at which employees are employed, payroll records showing the hours
20 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
21 applicable piece rate paid to, employees employed at the respective plants or
22 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
23 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
24 members showing the daily hours they worked and the wages paid thereto as a result of failing
25 to record the off-the-clock hours that they worked.

26 93. California Labor Code section 1198 provides that the maximum hours of work
27 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
28 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he

1 employment of any employees for longer hours than those fixed by the order or under
2 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
3 Wage Order, employers are required to keep accurate time records showing when the
4 employee begins and ends each work period and meal period. During the relevant time
5 period, Defendants engaged in company-wide practices and/or policies of failing to record
6 actual hours worked, and thereby failed to keep accurate records of work period and meal
7 period start and end times for Plaintiff and Subclass members, in violation of section 1198.
8 Also, in light of Defendants’ failure to provide Plaintiff and Subclass members with second
9 30-minute meal periods to which they were entitled, Defendants kept no records of meal start
10 and end times for second meal periods.

11 94. Plaintiff and Subclass members are entitled to recover from Defendants the
12 greater of their actual damages caused by Defendants’ failure to comply with California Labor
13 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
14 employee.

15 **SIXTH CAUSE OF ACTION**

16 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 17 **Termination** 18 **(Against all Defendants)**

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

21 96. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
22 that if an employer discharges an employee, the wages earned and unpaid at the time of
23 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
24 her employment, his or her wages shall become due and payable not later than seventy-two
25 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
26 his or her intention to quit, in which case the employee is entitled to his or her wages at the
27 time of quitting.

28 97. During the relevant time period, on information and belief, Defendants had a

1 company-wide practice or policy of paying departing employees their final wages late, instead
2 of adhering to the time requirements set forth in Labor Code sections 201 and 202. For
3 example, Defendants terminated Plaintiff on June 11, 2025. However, Defendants did not
4 provide him with his final pay, until June 13, 2025, at the earliest. Thus, Defendants failed to
5 pay Plaintiff his final wages immediately, in violation of Labor Code section 201.

6 98. Defendants willfully failed to pay Plaintiff and class members who are no
7 longer employed by Defendants the earned and unpaid wages set forth above, including but
8 not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick
9 leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving
10 Defendants' employ.

11 99. Defendants' failure to pay Plaintiff and class members who are no longer
12 employed by Defendants their wages earned and unpaid at the time of discharge, or within
13 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
14 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
15 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
16 thirty (30) day maximum pursuant to California Labor Code section 203.

17 SEVENTH CAUSE OF ACTION

18 Violation of California Labor Code § 204—Failure to Timely Pay Wages During 19 Employment 20 (Against all Defendants)

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

23 101. This cause of action is dependent upon, and wholly derivative of, the overtime
24 wages, minimum wages, meal and rest period premiums, and/or sick leave pay that were not
25 timely paid to Plaintiff and class members during their employment.

26 102. At all times relevant herein set forth, Labor Code section 204 provides that all
27 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
28 days, inclusive, of any calendar month, other than those wages due upon termination of an

employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

103. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

104. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay within the time periods specified by California Labor Code section 204.

105. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

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

107. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on

1 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
2 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen
3 tools or equipment are required by the employer or are necessary to the performance of a job,
4 such tools and equipment shall be provided and maintained by the employer, except that an
5 employee whose wages are at least two (2) times the minimum wage provided herein may be
6 required to provide and maintain hand tools and equipment customarily required by the trade
7 or craft.”

8 108. During the relevant time period, Defendants, on a company-wide basis,
9 required that Plaintiff and class members use their own personal mobile devices, including,
10 but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed
11 to reimburse them for all of the costs of their work-related mobile device expenses. For
12 example, Plaintiff and class members were required to use their personal mobile devices for
13 work-related tasks, including responding to calls or messages from management regarding
14 assignments and requests to complete certain tasks. As a further example, Plaintiff was
15 required to download the Microsoft Teams and Outlook applications onto his personal cellular
16 phone to communicate with management and coworkers regarding work-related issues.
17 Furthermore, Defendants required Plaintiff and class members who worked from home to
18 utilize their personal home internet to perform their job duties, but failed to reimburse Plaintiff
19 and class members for such usage. Although Defendants required Plaintiff and class members
20 to utilize their personal mobile devices, mobile data, and/or home internet to carry out their
21 work-related responsibilities, Defendants failed to reimburse them for these costs.

22 109. Defendants could have provided Plaintiff and class members with the actual
23 equipment for use on the job, such as company mobile devices. Or, Defendants could have
24 fully reimbursed employees for the costs of their mobile device usage and internet costs.
25 Instead, Defendants passed these operating costs onto Plaintiff and class members. At all
26 relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

27 110. Defendants’ company-wide policy and/or practice of not reimbursing
28 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff

1 and class members violates California Labor Code section 2802. Defendants have
2 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
3 business-related expenses and costs.

4 111. Pursuant to California Labor Code section 2802, Plaintiff and class members
5 are entitled to recover from Defendants their business-related expenses incurred during the
6 course and scope of their employment, plus interest, costs, and attorneys' fees.

7 **NINTH CAUSE OF ACTION**

8 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

9 **(Against all Defendants)**

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

12 113. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
13 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
14 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
15 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
16 civil penalties for violations of those Labor Code sections not found in section 2699.5,
17 including sections 226(a), 226.7, 246, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and
18 2802.

19 114. Defendants' conduct, as alleged herein, violates numerous sections of the
20 California Labor Code, including, but not limited to, the following:

- 21 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
22 Wage Order for Defendants' failure to compensate Plaintiff and other
23 aggrieved employees with all required overtime pay, as alleged herein;
- 24 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
25 1198, and the applicable IWC Wage Order for Defendants' failure to
26 compensate Plaintiff and other aggrieved employees with at least
27 minimum wages for all hours worked, as alleged herein;
- 28 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the

1 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
2 and other aggrieved employees with meal periods, as alleged herein;

3 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to authorize and
5 permit Plaintiff and other aggrieved employees to take rest periods, as
6 alleged herein;

7 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
8 IWC Wage Order for failure to provide accurate and complete wage
9 statements to Plaintiff and other aggrieved employees, as alleged herein;

10 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
11 IWC Wage Order for failure to maintain payroll records, as alleged
12 herein;

13 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
14 earned wages upon termination, as alleged herein;

15 (h) Violation of Labor Code section 204 for failure to pay all earned wages
16 during employment, as alleged herein;

17 (i) Violation of Labor Code section 246 for failure to properly calculate the
18 sick leave paid to Plaintiff and other aggrieved employees, as set forth
19 below; and

20 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
21 and other aggrieved employees for all business expenses necessarily
22 incurred, as alleged herein.

23 115. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
24 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
25 days from the commencement of employment with paid sick days, to be accrued at least one
26 hour for every 30 hours worked. California Labor Code section 246(l) provides that an
27 employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time
28 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for

1 the workweek in which the employee uses paid sick time, whether or not the employee
2 actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt
3 employees shall be calculated by dividing the employee’s total wages, not including overtime
4 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
5 days of employment.

6 116. During the relevant time period, Defendants did not pay Plaintiff and other
7 aggrieved employees the correct sick leave rates of pay. Defendants failed to correctly use
8 either method of calculation under Labor Code section 246(l) to determine Plaintiff’s and
9 other aggrieved employees’ sick leave rates of pay. As stated, in addition to an hourly wage,
10 Defendants paid Plaintiff and other aggrieved employees incentive pay, nondiscretionary
11 bonuses, and/or other forms of remuneration. However, in violation of the California Labor
12 Code, Defendants failed to incorporate all remunerations, including incentive pay and/or
13 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
14 calculating the sick leave pay rate. Therefore, during times when Plaintiff and other aggrieved
15 employees sick leave and received these other forms of pay, Defendants failed to pay all sick
16 leave benefits by paying a lower sick leave pay rate than required. Specifically, Defendants
17 paid Plaintiff and other aggrieved employees sick leave based on their hourly rate of pay
18 instead of their regular rate of pay.

19 117. Defendants’ failure to properly calculate the sick leave rates of pay based on all
20 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
21 aggrieved employees on a company-wide basis in violation of California Labor Code section
22 246(l). Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
23 pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

24 TENTH CAUSE OF ACTION

25 Violation of California Business & Professions Code §§ 17200, *et seq.* –

26 Unlawful Business Practices

27 (Against all Defendants)

28 118. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 119. Defendants are “persons” as defined by California Business & Professions
3 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
4 and/or associations.

5 120. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
6 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
7 suffered injuries in fact and has lost money as a result of Defendants’ unlawful business
8 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
9 meaning of Code of Civil Procedure section 1021.5.

10 121. Defendants’ activities, as alleged herein, are violations of California law, and
11 constitute unlawful business acts and practices in violation of California Business &
12 Professions Code sections 17200, *et seq.*

13 122. A violation of California Business & Professions Code sections 17200, *et seq.*
14 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
15 policies and practices have violated state law in at least the following respects:

- 16 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
17 class members, to work overtime without paying them proper
18 compensation in violation of California Labor Code sections 510 and
19 1198, and the applicable IWC Wage Order, as alleged herein;
- 20 (b) Failing to pay at least minimum wage to Plaintiff and class members in
21 violation of California Labor Code sections 1182.12, 1194, 1197,
22 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
23 herein;
- 24 (c) Failing to provide all meal periods to Plaintiff and class members in
25 violation of California Labor Code sections 226.7, 512(a), 516, and
26 1198, and the applicable IWC Wage Order, as alleged herein;
- 27 (d) Failing to include all forms of remuneration in the regular rate of pay as
28 required by law for purposes of paying meal and rest period premiums

1 to Plaintiff and class members, in violation of California Labor Code
2 sections 226.7, 510, and 1198, and the applicable IWC Wage Order, as
3 alleged herein;

4 (e) Failing to authorize and permit Plaintiff and class members to take all
5 rest periods in violation of California Labor Code sections 226.7, 516,
6 and 1198, and the applicable IWC Wage Order, as alleged herein;

7 (f) Failing to provide Plaintiff and class members with accurate wage
8 statements and failing to maintain accurate payroll records in violation
9 of California Labor Code sections 226(a), 1174(d), and 1198, and the
10 applicable IWC Wage Order, as alleged herein;

11 (g) Failing timely to pay all earned wages to Plaintiff and class members in
12 violation of California Labor Code sections 204, as alleged herein;

13 (h) Failing to properly calculate the sick leave paid to Plaintiff and class
14 members in violation of California Labor Code section 246(l), as set
15 forth below; and

16 (i) Failing to reimburse Plaintiff and class members for all business
17 expenses necessarily incurred in violation of California Labor Code
18 section 2802, as alleged herein.

19 123. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
20 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
21 days from the commencement of employment with paid sick days, to be accrued at least one
22 hour for every 30 hours worked. California Labor Code section 246(l) provides that an
23 employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time
24 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for
25 the workweek in which the employee uses paid sick time, whether or not the employee
26 actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt
27 employees shall be calculated by dividing the employee’s total wages, not including overtime
28 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90

1 days of employment.

2 124. During the relevant time period, Defendants did not pay Plaintiff and class
3 members the correct sick leave rates of pay. Defendants failed to correctly use either method
4 of calculation under Labor Code section 246(l) to determine Plaintiff's and class members'
5 sick leave rates of pay. As stated, in addition to an hourly wage, Defendants paid Plaintiff and
6 class members incentive pay, nondiscretionary bonuses, and/or other forms of remuneration.
7 However, in violation of the California Labor Code, Defendants failed to incorporate all
8 remunerations, including incentive pay, and/or nondiscretionary bonuses, into the calculation
9 of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during
10 times when Plaintiff and class members took sick leave and received these other forms of pay,
11 Defendants failed to pay all sick leave benefits by paying a lower sick leave pay rate than
12 required. Specifically, Defendants paid Plaintiff and class members sick leave based on their
13 hourly rate of pay instead of their regular rate of pay.

14 125. Defendants' failure to properly calculate the sick leave rates of pay based on all
15 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and class
16 members on a company-wide basis in violation of California Labor Code section 246(l).

17 126. As a result of the violations of California law herein described, Defendants
18 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
19 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
20 herein.

21 127. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
22 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
23 Defendants during a period that commences four years prior to the filing of the initial
24 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
25 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
26 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

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

7 129. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 130. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
12 injuries in fact and has lost money as a result of Defendants’ unfair business practices.
13 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
14 Code of Civil Procedure section 1021.5.

15 131. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiff and class members all meal and rest period premiums due to
17 them under Labor Code section 226.7, deprived Plaintiff and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 132. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28 and practices have violated the spirit of California’s meal and rest period laws and constitute

1 acts against the public policy behind these laws.

2 133. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
3 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
4 benefits implemented by section 226.7 withheld and retained by Defendants during a period
5 that commences four years prior to the filing of the initial complaint; a permanent injunction
6 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
7 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
8 Procedure section 1021.5 and other applicable laws; and an award of costs.

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
13 against Defendants, jointly and severally, as follows:

14 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
15 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
16 reserves the right to amend his prayer for relief to seek a different amount.

17 **Class Certification**

- 18 2. That this case be certified as a class action;
19 3. That Plaintiff be appointed as the representatives of the Class and Subclass;
20 4. That counsel for Plaintiff be appointed as class counsel.

21 **As to the First Cause of Action**

22 5. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
24 pay all overtime wages due to Plaintiff and class members;

25 6. For general unpaid wages at overtime wage rates and such general and special
26 damages as may be appropriate;

27 7. For pre-judgment interest on any unpaid overtime compensation commencing
28 from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date

such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

- 1 32. For injunctive relief pursuant to California Labor Code section 226(h);
2 33. For statutory penalties pursuant to California Labor Code section 226(e);
3 34. For attorneys' fees and costs pursuant to California Labor Code section
4 226(e)(1); and
5 35. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Sixth Cause of Action**

8 36. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
10 meal and rest period premiums, and/or sick leave pay owed at the time of termination of the
11 employment of Plaintiff and other terminated class members;

12 37. For all actual, consequential and incidental losses and damages, according to
13 proof;

14 38. For waiting time penalties according to proof pursuant to California Labor
15 Code section 203 for all employees who have left Defendants' employ;

16 39. For pre-judgment interest on any unpaid wages from the date such amounts
17 were due, or as otherwise provided by law;

18 40. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

20 41. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Seventh Cause of Action**

23 42. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
25 overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay
26 during their employment;

27 43. For all actual, consequential and incidental losses and damages, according to
28 proof;

1 44. For statutory penalties according to proof pursuant to California Labor Code
2 section 210;

3 45. For pre-judgment interest on any unpaid wages from the date such amounts
4 were due, or as otherwise provided by law;

5 46. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

7 47. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Eighth Cause of Action**

10 48. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
12 related expenses and costs incurred by Plaintiff and class members.

13 49. For unpaid business-related expenses and such general and special damages as
14 may be appropriate;

15 50. For pre-judgment interest on any unpaid business-related expenses from the
16 date such amounts were due, or as otherwise provided by law;

17 51. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 52. For attorneys' fees and costs pursuant to California Labor Code section
20 2802(c), or as otherwise provided by law; and

21 53. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Ninth Cause of Action**

24 54. That the Court declare, adjudge and decree that Defendants violated the
25 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
26 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
27 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
28 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and

1 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
2 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
3 earned wages upon termination); 204 (by failing to timely pay all earned wages during
4 employment); 246 (by failing to properly calculate sick leave pay); and 2802 (by failing to
5 reimburse business expenses);

6 55. For civil penalties pursuant to the California Labor Code, including sections
7 210, 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor
8 Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194,
9 1197, 1197.1, 1198, and 2802;

10 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
11 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
12 sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
13 1197.1, 1198, and 2802;

14 57. For attorneys' fees and costs pursuant to California Labor Code section
15 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
16 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,
17 1194, 1197, 1197.1, 1198, and 2802;

18 58. For pre-judgment and post-judgment interest as provided by law; and

19 59. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Tenth Cause of Action**

22 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
23 to provide Plaintiff and class members all overtime wages due to them, failing to provide
24 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
25 class members all meal periods, failing to include all forms of remuneration in the regular rate
26 of pay for purposes of paying meal and rest period premiums to Plaintiff and class members,
27 failing to authorize and permit Plaintiff and class members to take all rest periods, failing to
28 provide Plaintiff and class members accurate and complete wage statements, failing to

maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to properly calculate Plaintiff's and class members' sick leave rates of pay, and failing to reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

61. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

62. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

64. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

65. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

66. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

67. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

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California Code of Civil Procedure section 1021.5;
69. For pre-judgment and post-judgment interest as provided by law; and
70. For such other and further relief as the Court may deem equitable and appropriate.

Dated: December 1, 2025

Respectfully submitted,
Capstone Law APC

By: 
Orlando Villalba
Helga Hakimi
Jaime Castaneda

Attorneys for Plaintiff Alireza Mehr

EXHIBIT “1”

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

September 23, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Alireza Mehr v. Neogenomics Laboratories, Inc.*

Dear PAGA Administrator:

This office represents Alireza Mehr in connection with his claims under the California Labor Code. Mr. Mehr was an employee of NEOGENOMICS LABORATORIES, INC. ("NEOGENOMICS").

The employer may be contacted directly at the address below:

NEOGENOMICS LABORATORIES, INC.
9490 NEOGENOMICS WAY
FORT MYERS, FL 33912

Mr. Mehr intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Mehr seeks relief on behalf of himself, the State of California, and other persons who are or were employed by NEOGENOMICS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

NEOGENOMICS employed Mr. Mehr as an hourly paid, non-exempt employee from approximately May 2024 to June 2025. Mr. Mehr worked as a Project Data Administrator I for NEOGENOMICS based out of its facility located at 31 Columbia Avenue, Aliso Viejo, California. During his employment, Mr. Mehr typically worked eight (8) hours or more per day, and five (5) days or more per week. By the end of his employment, Mr. Mehr was compensated approximately \$26.52 per hour. His job duties included, without limitation, preparing for and attending meetings, transcribing results and demographics data from hardcopy to digital, and performing data quality control activities.

NEOGENOMICS committed each of the following Labor Code violations against Mr. Mehr, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

NEOGENOMICS’s Company-Wide and Uniform Payroll and HR Practices

NEOGENOMICS LABORATORIES, INC. is a cancer diagnostics company specializing in genetics testing and information services and operates a network of laboratories for full-service sample processing and analysis services throughout the United States, with at least three (3) facilities in California. Upon information and belief, NEOGENOMICS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fort Myers, Florida, for all non-exempt, hourly paid employees working for NEOGENOMICS in California, including Mr. Mehr and other aggrieved employees. At all relevant times, NEOGENOMICS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Mehr and other aggrieved employees, regardless of their location or position.

Upon information and belief, NEOGENOMICS maintains a centralized Payroll department at its corporate headquarters in Fort Myers, Florida, which processes payroll for all non-exempt, hourly paid employees working for NEOGENOMICS in California, including Mr. Mehr and other aggrieved employees. Further, NEOGENOMICS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Mehr and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, NEOGENOMICS utilized the same methods and formulas when calculating wages due to Mr. Mehr and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

NEOGENOMICS willfully failed to pay all overtime wages owed to Mr. Mehr and other aggrieved employees. During the relevant time period, Mr. Mehr and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of

¹ These facts, theories, and claims are based on Mr. Mehr’s experience and counsel’s review of those records currently available relating to Mr. Mehr’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Mehr reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, NEOGENOMICS had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Mehr and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. This policy of limiting overtime led Mr. Mehr and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, Mr. Mehr and other aggrieved employees were required to respond to phone communications from management and complete work assignments after their shifts. For instance, Mr. Mehr was required to answer work-related phone calls and text messages from his project manager and coworkers to discuss urgent requests tied to his projects and deliverables and complete these work assignments by the end of the day, while off-the-clock. These off-the-clock communications and assignments could take five (5) minutes and up to three (3) hours per instance. Thus, NEOGENOMICS failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Mehr and other aggrieved employees received no compensation for this time.

Second, NEOGENOMICS had, and continues to have, company-wide policies and/or practices of assigning heavy workloads and pressuring employees to meet time-sensitive client deadlines, including rush projects and same-day assignments. NEOGENOMICS also had a practice of scheduling mandatory meetings for employees, including continuous back-to-back meetings throughout the course of a work day and/or sudden ad-hoc, unscheduled meetings, without building in sufficient time to allow for 30-minute meal periods. NEOGENOMICS's practices prevented Mr. Mehr and other aggrieved employees from taking all uninterrupted 30-minute meal periods, and forced them to work off-the-clock during their meal periods to complete their assignments. NEOGENOMICS also had a practice of failing to schedule meal periods, which further caused Mr. Mehr and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Mehr's meal periods were sometimes interrupted and/or cut short by NEOGENOMICS's managers demanding he attend mandatory ad-hoc, unscheduled meetings during his meal periods. NEOGENOMICS did not compensate Mr. Mehr and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, NEOGENOMICS's company-wide timekeeping system prevented Mr. Mehr and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Mehr and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, NEOGENOMICS did not record all hours worked during meal periods, and Mr. Mehr and other aggrieved employees performed work during meal periods for which they were not paid.

NEOGENOMICS knew or should have known that as a result of these company-wide practices and/or policies, Mr. Mehr and other aggrieved employees were performing their assigned duties off-the-clock after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Mehr and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Mehr and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

NEOGENOMICS's failure to pay Mr. Mehr and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

First, as set forth above, as a result of NEOGENOMICS's policy of limiting the amount of overtime employees could accrue, NEOGENOMICS required Mr. Mehr and other aggrieved employees to perform work off-the-clock after their scheduled shifts, such as responding to phone communications from NEOGENOMICS's management and completing work assignments after their shifts, but they were not permitted to remain clocked in and/or record this time spent working outside of scheduled shifts.

Second, as stated above, due to NEOGENOMICS's policies and/or practices of assigning heavy workloads, pressuring employees to meet time-sensitive client deadlines, scheduling mandatory meetings for employees without building in sufficient time to allow for 30-minute meal periods, and failing to schedule meal periods, Mr. Mehr and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Moreover, as stated, NEOGENOMICS's company-wide timekeeping system prevented Mr. Mehr and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Mehr and other aggrieved employees for a full 30 minutes. Thus, NEOGENOMICS systematically failed to pay Mr. Mehr and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

NEOGENOMICS did not pay at least minimum wages for all hours worked by Mr. Mehr and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NEOGENOMICS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, NEOGENOMICS regularly failed to pay at least minimum wages to Mr. Mehr and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor

Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as set forth above, NEOGENOMICS had, and continues to have, company-wide policies and/or practices of assigning heavy workloads and pressuring employees to meet time-sensitive client deadlines, including rush projects and same-day assignments. As stated, NEOGENOMICS also had a practice of scheduling mandatory meetings for employees, including continuous back-to-back meetings throughout the course of a work day and/or sudden ad-hoc, unscheduled meetings, without building in sufficient time to allow for 30-minute meal periods, which prevented Mr. Mehr and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as also stated, NEOGENOMICS had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Mehr and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, about one (1) to two (2) times per week, Mr. Mehr had to forgo his meal periods and often cut his meal periods short in order to keep up with the heavy workload, including meeting various time-sensitive client deadlines for deliverables, completing rush projects, and attending mandatory meetings. Similarly, about five (5) to seven (7) times during his employment, Mr. Mehr took his meal periods late, after having worked in excess of five (5) hours into his shift for the same reasons. Thus, Mr. Mehr and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Second, as also stated, NEOGENOMICS's company-wide timekeeping system prevented Mr. Mehr and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Mehr and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Third, Mr. Mehr and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr.

Mehr sometimes worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Mehr and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, NEOGENOMICS knew or should have known that, as a result of these policies, Mr. Mehr and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. NEOGENOMICS further knew or should have known that NEOGENOMICS did not pay Mr. Mehr and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, NEOGENOMICS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Mehr and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that NEOGENOMICS did pay Mr. Mehr and other aggrieved employees premium pay for missed, late, and interrupted meal periods, NEOGENOMICS did not pay Mr. Mehr and other aggrieved employees at the correct rate of pay for premiums because NEOGENOMICS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. For example, NEOGENOMICS paid Mr. Mehr and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Mr. Mehr's and other aggrieved employees' wage statements as "Performance Bonus." During pay periods that Mr. Mehr and other aggrieved employees were paid premium pay for missed, late, and interrupted meal periods, NEOGENOMICS did not incorporate the incentive pay and/or nondiscretionary bonuses into Mr. Mehr's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay meal premiums. Specifically, NEOGENOMICS paid Mr. Mehr and other aggrieved employees meal period premiums at their straight hourly rate of pay instead of at their regular rate of pay. As a result, NEOGENOMICS failed to provide Mr. Mehr and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

Accordingly, NEOGENOMICS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[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 period" and that the "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” unless the total daily work time is less than three and one-half (3 ½) hours.

During the relevant time period, NEOGENOMICS regularly failed to authorize and permit Mr. Mehr and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, NEOGENOMICS’s company-wide policies and/or practices, including assigning heavy workloads, pressuring employees to meet time-sensitive client deadlines, and scheduling mandatory meetings for employees without building in sufficient time to allow for 10-minute rest periods, prevented Mr. Mehr and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. NEOGENOMICS also failed to schedule rest periods, which further led to Mr. Mehr and other aggrieved employees not being authorized and permitted to take rest periods.

As a result of NEOGENOMICS’s practices and policies, Mr. Mehr and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Mehr often had to forgo at least one (1) of his rest periods per day due to the heavy workload and lack of rest period coverage. Additionally, when Mr. Mehr was able to take a rest period, his rest periods were interrupted or cut short by NEOGENOMICS’s managers asking him questions or discussing the status of rush projects or new assignments, by phone call or over the Microsoft Teams application.

NEOGENOMICS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Mehr and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that NEOGENOMICS did pay Mr. Mehr and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, NEOGENOMICS did not pay Mr. Mehr and other aggrieved employees at the correct rate of pay for premiums because NEOGENOMICS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, NEOGENOMICS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. NEOGENOMICS has not provided Mr. Mehr and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each

violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, NEOGENOMICS has knowingly and intentionally provided Mr. Mehr and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NEOGENOMICS issued uniform wage statements to Mr. Mehr and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, NEOGENOMICS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because NEOGENOMICS did not accurately record the time Mr. Mehr and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), NEOGENOMICS did not list the correct amount of gross wages and net wages earned by Mr. Mehr and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, NEOGENOMICS failed to accurately list the total number of hours worked by Mr. Mehr and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because NEOGENOMICS did not calculate Mr. Mehr's and other aggrieved employees' regular rate of pay correctly for purposes of paying meal and rest period premiums and/or paid sick leave, NEOGENOMICS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, NEOGENOMICS failed to list the correct amount of net wages in violation of section 226(a)(5). NEOGENOMICS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for meal and rest period premiums and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), NEOGENOMICS willfully failed to maintain accurate payroll records for Mr. Mehr and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, NEOGENOMICS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Mehr and other aggrieved employees, in violation of section 1198. Also, in light of NEOGENOMICS’s failure to provide Mr. Mehr and other aggrieved employees with second 30-minute meal periods to which they were entitled, NEOGENOMICS kept no records of meal start and end times for second meal periods.

Because NEOGENOMICS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Mehr and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Mehr and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, NEOGENOMICS failed to pay Mr. Mehr and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay within any time period specified by California Labor Code section 204.

Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, on information and belief, NEOGENOMICS had a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, NEOGENOMICS terminated Mr. Mehr on June 11, 2025. However, NEOGENOMICS did not provide him with his final pay, until June 13, 2025, at the earliest. Thus, NEOGENOMICS failed to pay Mr. Mehr his final wages immediately, in violation of Labor Code section 201.

NEOGENOMICS willfully failed to pay Mr. Mehr and other aggrieved employees who are no longer employed by NEOGENOMICS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving NEOGENOMICS's employ.

Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, on information and belief, NEOGENOMICS did not pay Mr. Mehr and other aggrieved employees the correct sick leave rates of pay. NEOGENOMICS failed to correctly use either method of calculation under Labor Code section 246(l) to determine Mr. Mehr's and other aggrieved employees' sick leave rates of pay. As stated, in addition to an hourly wage, NEOGENOMICS paid Mr. Mehr and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, NEOGENOMICS failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Mr. Mehr and other aggrieved employees took

sick leave and received these other forms of pay, NEOGENOMICS failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, NEOGENOMICS paid Mr. Mehr and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

NEOGENOMICS's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Mr. Mehr and other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with Labor Code section 246, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, NEOGENOMICS, on a company-wide basis, required that Mr. Mehr and other aggrieved employees use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Mehr and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or messages from management regarding assignments and requests to complete certain tasks. As a further example, Mr. Mehr was required to download the Microsoft Teams and Outlook applications onto his personal cellular phone to communicate with management and coworkers regarding work-related issues. Furthermore, NEOGENOMICS required Mr. Mehr and other aggrieved employees who worked from home to utilize their personal home internet to perform their job duties, but failed to reimburse Mr. Mehr and other aggrieved employees for such usage. Although NEOGENOMICS required Mr. Mehr and other aggrieved employees to utilize their personal mobile devices, mobile data, and/or home internet to carry out their work-related responsibilities, NEOGENOMICS failed to reimburse them for these costs.

NEOGENOMICS could have provided Mr. Mehr and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices. Or, NEOGENOMICS could have reimbursed employees for the costs of their mobile device usage and internet costs. Instead, NEOGENOMICS passed these operating costs onto Mr. Mehr and other aggrieved employees. At all relevant times, Mr. Mehr did not earn at least two (2) times the minimum wage.

Thus, NEOGENOMICS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties,

attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” NEOGENOMICS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Mehr’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Mehr seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Mehr, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against NEOGENOMICS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Mehr seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: NEOGENOMICS LABORATORIES, INC. (via U.S. Certified Mail)

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **December 1, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Chad Greeson
CGreeson@littler.com
Jeff Smith
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Telephone: 925-927-4507

Attorneys for Defendants:
NEOGENOMICS LABORATORIES, INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

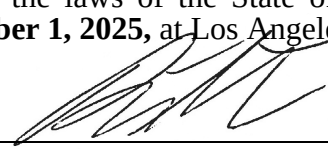
☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **December 1, 2025**, at Los Angeles, California.

Riley McIntire

Type/Print Name



Signature