

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff Keila Sanchez

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Elizabeth L. Harrier, Esq. (SBN 319550)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
eharrier@lelawfirm.com

Attorneys for Plaintiff Caryl Lyra Encabo

FILED
Superior Court of California
County of Los Angeles

09/29/2025

David W. Slayton, Executive Officer / Clerk of Court

By: T. Carter Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KEILA SANCHEZ and CARL LYRA
ENCABO, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

PHENOMENEX, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 23STCV00761 (Related to Case No.
23STCV09140)

**THIRD AMENDED CONSOLIDATED
CLASS AND REPRESENTATIVE ACTION
COMPLAINT:**

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194 and 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and 558);**
- (4) REST PERIOD VIOLATIONS (LABOR
CODE §§ 226.7, 516, and 558);**
- (5) FAILURE TO PAY ALL ACCRUED
AND VESTED VACATION/PTO
WAGES IN VIOLATION OF LABOR**

CODE SECTION 227.3

**(6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**

**(7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**

**(8) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**

**(9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiffs Keila Sanchez and Caryl Lyra Encabo (“Plaintiffs”) hereby bring this Second
2 Amended Consolidated Class and Representative Action Complaint (“Complaint”) against
3 Defendants Phenomenex, Inc., a California corporation; and DOES 1 through 100, inclusive
4 (collectively, “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
7 this Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201, 202, 203,
8 204, 226, 226.7, 227.3, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*,
9 California Business & Professions Code § 17200 *et seq.*, and Industrial Welfare Commission
10 Wage Order No. 4 (“Wage Order 4”), in addition to seeking declaratory relief and restitution.
11 This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
22 Plaintiffs were and currently are, California residents. Within the statute of limitations periods
23 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-
24 exempt employees. Plaintiffs were, and are, victims of Defendants’ policies and/or practices
25 complained of herein, lost money and/or property, and have been deprived of the rights
26 guaranteed to them by Labor Code §§ 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 516, 558,
27 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*, Business and Professions Code Section §
28 17200 *et seq.*, and Wage Order 4, which sets employment standards for technicians.

1 4. Plaintiffs are informed and believe, and based thereon allege, that during the time
2 period relevant to this action, Defendants did (and do) business by manufacturing and distributing
3 consumables for the separation sciences and chromatography market.

4 5. Plaintiffs are informed and believes, and based thereon allege, that at all times
5 mentioned herein, Defendants were licensed to do business in California and were the employers
6 of Plaintiffs and of the members of the Classes (as defined in Paragraph 15).

7 6. Plaintiffs do not know the true names, capacities, relationships, and/or the extent
8 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
9 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
10 fictitious names. Plaintiffs pray for leave to amend this Complaint when their true names and
11 capacities are known. Plaintiffs are informed and believe, and based thereon allege, that each
12 fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour
13 violations and other wrongful conduct that subjected Plaintiffs and the Classes, as defined below,
14 to the illegal employment practices, wrongs and injuries complained of herein. All references in
15 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

16 7. At all times herein mentioned, each of said Defendants participated in the doing
17 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
18 Defendants, and each of them, were the agents, servants, and employees of each and every one of
19 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
20 were acting within the course and scope of said agency and employment. Defendants, and each
21 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
22 omissions complained of herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and the
27 Classes (as defined in Paragraph 15).

28 ///

GENERAL FACTUAL ALLEGATIONS

9. Defendants employed Plaintiff Sanchez in the non-exempt job position of “production technician / laboratory technician” (or similarly titled position) until approximately October 28, 2022. Defendants employed Plaintiff Encabo as a non-exempt employee from approximately May 2019 until approximately October 8, 2022. The named Plaintiffs and the class of persons on whose behalf this action is filed are current, former, and/or future employees of Defendants as direct employees as well as temporary employees employed through temp agencies who work as hourly non-exempt employees.

10. During Plaintiffs’ employment with Defendants, Defendants utilized a timekeeping system which resulted in Plaintiffs and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Defendants rounded Plaintiffs’ timekeeping entries in an uneven manner to a quarter of an hour increment, so that, over a period of time, Plaintiffs were deprived of all earned minimum and overtime wages. Upon information and belief, Defendants’ timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Plaintiffs and other non-exempt employees in Defendants’ favor, resulting, over a period of time, in the failure to compensate Plaintiffs and other non-exempt employees for all hours worked. As a result, Plaintiffs and other non-exempt employees were not compensated for all required minimum and overtime wages.

11. Plaintiffs allege that when they and similarly situated employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants’ failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as “Icp pay” and “VP gift card,” for example, when calculating Plaintiffs’ and similarly situated employees’ regular rate of pay for the purpose of paying overtime wages.

12. Defendants failed to provide Plaintiffs and other non-exempt employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes) meal

1 periods. Specifically, Plaintiffs' first meal periods were occasionally provided after the
2 conclusion of five hours of work due to work demands imposed by Defendants. Defendants also
3 failed to provide Plaintiffs and other non-exempt employees with second meal periods on shifts
4 over 10.0 hours. On those occasions when Plaintiffs were not provided with all legally-required
5 meal periods to which they were entitled, Defendants did not always compensate Plaintiffs with
6 the required meal period premium for each workday in which they experienced a meal period
7 violation as mandated by Labor Code § 226.7.

8 13. Plaintiffs were not authorized and permitted to take all legally compliant rest
9 periods due to Defendants' rest period policies/practices, which fail to authorize and permit an
10 off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to
11 work demands imposed by Defendants, Plaintiffs were regularly prevented from being relieved
12 of all work duties during required rest periods. Moreover, Plaintiffs were not authorized and
13 permitted to take a third rest period on shifts in excess of 10.0 hours due to Defendants' rest period
14 policies/practices, which fail to authorize and permit non-exempt employees to take a third rest
15 period on occasions when they worked over 10.0 hours in a workday. On the occasions when
16 Plaintiffs were not provided with all legally-compliant rest periods to which they were entitled,
17 Defendants failed to compensate Plaintiffs with the required rest period premium for each
18 workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.
19 Upon information and belief, during at least a portion of the putative class period, Defendants
20 maintained no payroll code or other mechanism for the payment of rest period premiums as
21 required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to
22 their non-exempt employees.

23 14. Defendants had a policy and/or procedure of providing its employees with paid
24 vacation time and/or personal time off ("PTO"). Vacation/PTO wages are deferred wages that
25 vest once accrued. California Labor Code § 227.3 provides that an employer must pay its
26 employees all unused vested vacation/PTO at the time of termination at the employees' final rate
27 of pay. Defendants had a vacation policy in which Plaintiffs and other similarly situated
28 employees accrued vacation/PTO wages. Defendants terminated Plaintiffs and other similarly

1 situated employees without paying them the full amount of their earned vacation/PTO wages, in
2 violation of California law, and employed policies and procedures which ensured Plaintiffs and
3 those similarly situated would not receive their accrued and vested vacation/PTO wages upon
4 termination.

5 15. As a result of Defendants' failure to compensate Plaintiffs and other non-exempt
6 employees for all minimum wages, overtime wages, and all meal and rest period premium wages
7 earned, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
8 itemized wage statements.

9 16. As a further result of Defendants' failure to pay all minimum and overtime wages
10 and failure to pay all required meal and rest period premium wages, Defendants failed to pay all
11 wages to Plaintiffs and other formerly employed non-exempt employees at the separation of their
12 employment.

13 **CLASS ACTION ALLEGATIONS**

14 17. Class Definitions: Plaintiffs bring this Complaint on behalf of themselves and the
15 following Classes pursuant to Section 382 of the Code of Civil Procedure:

16 a. The Minimum Wage Class consists of all of Defendants' current and former non-
17 exempt employees in California who were subject to Defendants' timekeeping
18 policies and/or practices, during the four years immediately preceding the filing of
19 the Complaint through the present.

20 b. The Overtime Class consists of all of Defendants' current and former non-exempt
21 employees in California who were subject to Defendants' timekeeping policies
22 and/or practices, during the four years immediately preceding the filing of the
23 Complaint through the present.

24 c. The Regular Rate Class consists of all current and former hourly non-exempt
25 employees employed by Defendants as direct employees as well as temporary
26 employees employed through temp agencies in California at any time from four
27 (4) years prior to the filing of the initial Complaint in this matter through the date
28 notice is mailed to a certified class who worked more than eight (8) hours in a

workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, who received additional remuneration during pay periods in which they were paid overtime wages, and whose compensation did not include such additional remuneration when Defendants calculated those employees' overtime wages.

d. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift: (i) in excess of 5.0 hours without a meal period of at least 30 minutes commencing prior to the end of the fifth hour of work, and who do not have a corresponding meal period premium payment made for such shifts; and/or (ii) in excess of 10.0 hours without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium payment made for such shifts, during the four years immediately preceding the filing of the Complaint through the present.

e. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of the Complaint through the present.

f. The Vacation Wages Class consists of all current and former hourly non-exempt employees employed by Defendants as direct employees as well as temporary employees employed through temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint in this action through the date notice is mailed to a certified class who accrued vacation time/personal time off, yet Defendants did not pay all wages due for vested vacation time/personal time off upon separation of employment

g. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who no longer perform work for Defendants and who last worked for Defendants in the three

years immediately preceding the filing of the Complaint through the present.

- h. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, during the one year immediately preceding the filing of the Complaint through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiffs, at this time; however, it is estimated that the Classes number is in excess of fifty (50) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation, to:

- i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, sections 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Class;
- iv. Whether Defendants violated Labor Code sections 510 and 1194 by not paying the Regular Rate Class Members at the applicable overtime rate for working in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in a workweek;
- v. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;

- 1 vi. Whether Defendants correctly paid meal period premium payments for non-
2 compliant meal periods pursuant to Labor Code section 226.7;
- 3 vii. Whether Defendants authorized and permitted legally compliant rest periods to
4 members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- 5 viii. Whether Defendants correctly paid rest period premium payments for non-
6 compliant rest periods pursuant to Labor Code section 226.7;
- 7 ix. Whether Defendants violated California Labor Code section 227.3 by failing to
8 pay the Vacation Wages Class Members all vacation time/personal time off wages
9 due to them upon termination;
- 10 x. Whether Defendants furnished legally compliant wage statements to members of
11 the Wage Statement Class pursuant to Labor Code section 226; and
- 12 xi. Whether Defendants' policies and/or practices for the timing and amount of
13 payment of final wages to Waiting Time Class members at their separation of
14 employment were lawful.

15 20. **Predominance of Common Questions:** Common questions of law and fact
16 predominate over questions that affect only individual members of the Classes. The common
17 questions of law and fact set forth above are numerous and substantial and stem from Defendants'
18 uniform policies and/or practices applicable to each individual class member including, but not
19 limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period
20 policies and/or practices. As such, the common questions predominate over individual questions
21 concerning each individual class member's showing as to his or her eligibility for recovery or as
22 to the amount of his or her damages.

23 21. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes
24 because Plaintiffs were employed by Defendants as a non-exempt employee in California during
25 the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged
26 herein, Plaintiffs, like the members of the Classes, were not properly paid minimum and overtime
27 wages due to Defendants' timekeeping policies/practices, were not paid overtime wages at the
28 proper rate for overtime hours worked, were not provided all required meal periods, were not

1 authorized and permitted to take all required rest periods, did not receive all meal and rest period
2 premium wages for missed and/or non-compliant meal and rest periods, were not paid all accrued
3 and vested vacation/PTO wages upon separation of employment, were not paid all final wages
4 upon separation of employment, and/or were not issued accurate itemized wage statements.

5 22. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
6 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
7 Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the members of
8 the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-
9 and-hour class actions in state and federal courts in the past and are committed to vigorously
10 prosecuting this action on behalf of the members of the Classes.

11 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
12 an important public interest in establishing minimum working conditions and standards in
13 California. These laws and labor standards protect the average working employee from
14 exploitation by employers who have the responsibility to follow the laws and who may seek to
15 take advantage of superior economic and bargaining power in setting onerous terms and
16 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
17 and members of the Classes make the class action format a particularly efficient and appropriate
18 procedure to redress the violations alleged herein. If each employee were required to file an
19 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
20 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
21 their vastly superior financial and legal resources. Moreover, requiring each member of the
22 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
23 employees who would be disinclined to file an action against their former and/or current employer
24 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
25 employment. Further, the prosecution of separate actions by the individual class members, even
26 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
27 with respect to the individual class members against Defendants herein; and which would
28 establish potentially incompatible standards of conduct for Defendants; and/or legal

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

**MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)**

24. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

25. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

26. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 4.

27. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

28. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and the Minimum Wage Class have sustained economic damages including, but

1 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
2 entitled to recover economic and statutory damages and penalties and other appropriate relief as
3 a result of Defendants' violations of the California Labor Code and Wage Order 4.

4 29. The foregoing practices and policies are unlawful and create an entitlement to
5 recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the
6 unpaid amount of minimum wages owing, including interest thereon, liquidated damages,
7 statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code
8 §§ 204, 558, 1194, 1197, and 1198, Wage Order 4, and Code of Civil Procedure § 1021.5.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY ALL OVERTIME WAGES**

11 **(AGAINST ALL DEFENDANTS)**

12 30. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

13 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
14 1198, which provide that non-exempt employees are entitled to all overtime wages and
15 compensation for all overtime hours worked and provide a private right of action for the failure
16 to pay all overtime compensation for overtime work performed.

17 32. At all times relevant herein, Defendants were required to properly compensate
18 non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime
19 hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3
20 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
21 rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in
22 the workweek. As alleged herein, Defendants caused Plaintiffs to work overtime hours, but did
23 not compensate Plaintiffs or members of the Overtime Class with one and one-half times their
24 regular rate of pay for such hours.

25 33. The foregoing policies and practices are unlawful and create an entitlement to
26 recovery by Plaintiffs and members of the Overtime Class in a civil action for the unpaid amount
27 of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and
28 costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code

of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

34. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

35. Plaintiffs are informed and believes, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

36. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 4, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

37. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

38. Wage Order 4, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

39. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all required rest periods.

40. The foregoing violations create an entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY VESTED VACATION WAGES UPON TERMINATION**

3 **(AGAINST ALL DEFENDANTS)**

4 41. Plaintiff incorporates paragraphs all paragraphs above as though fully set forth
5 herein.

6 42. At times relevant to this Complaint, Plaintiff and the members of the Vacation
7 Wages Class were non-exempt employees of Defendants, covered by California Labor Code
8 section 227.3.

9 43. California Labor Code section 227.3 states in relevant part:
10 Unless otherwise provided by a collective-bargaining agreement, whenever a
11 contract of employment or employer policy provides for paid vacations, and an
12 employee is terminated without having taken off his vested vacation time, all vested
13 vacation shall be paid to him as wages at his final rate in accordance with such
14 contract of employment or employer policy respecting eligibility or time served....

15 44. Defendants employ policies which provide for vacation/PTO to Plaintiff and
16 Vacation Wages Class.

17 45. Wages vest during the pay period in which they are earned. Plaintiff and members
18 of the Vacation Wages Class earned vacation/PTO wages while employed by Defendants.
19 Defendants terminated Vacation Wages Class Members and failed to pay all earned and vested
20 vacation/PTO wages upon termination.

21 46. Defendants employed policies and procedures which ensured Plaintiff and
22 members of the Vacation Wages Class would not receive their accrued and vested vacation/PTO
23 wages upon termination.

24 47. Pursuant to California Labor Code section 227.3, Plaintiff and members of the
25 Vacation Wages Class seek their earned and vested vacation/PTO wages, plus interest thereon,
26 for the four years preceding the filing of this Complaint.

27 **SIXTH CAUSE OF ACTION**

28 **WAGE STATEMENT VIOLATIONS**

(AGAINST ALL DEFENDANTS)

48. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

1 49. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
2 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
3 and members of the Wage Statement Class with accurate and complete, itemized wage statements
4 that included, among other requirements, all hours worked, total gross wages earned, all rates of
5 pay and corresponding number of hours worked, total net wages earned, and the correct name of
6 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

7 50. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class
8 with accurate and complete, itemized wage statements resulted in actual injury, as said failures
9 led to, among other things, the non-payment of minimum and overtime wages and meal and rest
10 period premium wages owed, and deprived them of the information necessary to identify the
11 discrepancies in Defendants' reported data.

12 51. Defendants' failures create an entitlement to recovery by Plaintiffs and members
13 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
14 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
15 costs of suit according to California Labor Code § 226 *et seq.*

16 **SEVENTH CAUSE OF ACTION**

17 **WAITING TIME PENALTIES**

18 **(AGAINST ALL DEFENDANTS)**

19 52. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

20 53. This cause of action is brought pursuant to Cal. Labor Code §§ 201-203, which
21 require an employer to pay all wages immediately at the time of separation of employment in the
22 event the employer discharges the employee or the employee provides at least 72 hours of notice
23 of their intent to quit. In the event the employee provides less than 72 hours of notice of their
24 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
25 employee's last date of employment.

26 54. Plaintiffs are informed and believes, and based thereon allege, that Defendants
27 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
28 at their separation from employment, including unpaid minimum and overtime wages as well as

1 unpaid meal and rest period premium wages.

2 55. Further, Plaintiffs are informed and believe, and based thereon allege, that as a
3 matter of policy and practice, Defendants continue to fail to pay Plaintiffs and members of the
4 Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
5 the requirements of Cal. Labor Code §§ 201-203.

6 56. Defendants' failure to pay all final wages was willful within the meaning of Cal.
7 Labor Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the
8 Waiting Time Class their earned wages upon separation from employment results in a continued
9 payment of daily wages up to thirty days from the time the wages were due.

10 57. Plaintiffs and members of the Waiting Time Class are entitled to compensation
11 pursuant to Cal. Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

12 **EIGHTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(AGAINST ALL DEFENDANTS)**

15 58. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

16 59. Defendants have engaged and continue to engage in unfair and/or unlawful
17 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
18 (a) failing to pay Plaintiffs and members of the Minimum Wage Class all minimum wages; (b)
19 failing to pay Plaintiffs and members of the Overtime Class all overtime wages; (c) failing to
20 provide Plaintiffs and members of the Meal Period Class with all meal periods to which they are
21 entitled, and/or failing to pay them all meal period premium payments; (d) failing to authorize
22 and permit all required duty-free rest periods to Plaintiffs and members of the Rest Period Class,
23 and/or failing to pay them rest period premiums payments; (e) failing to pay Plaintiffs and the
24 Waiting Time Penalty Class all final wages owed at the time of separation of employment; and/or
25 (f) knowingly failing to furnish Plaintiffs and the Wage Statement Class with all accurate and
26 complete, itemized wage statements in violation of Labor Code § 226.

27 60. Defendants' utilization of these unfair and/or unlawful business practices deprived
28 Plaintiffs and continues to deprive members of the Classes of compensation to which they are

1 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
2 over Defendants' competitors who have been and/or are currently employing workers and
3 attempting to do so in honest compliance with applicable wage and hour laws.

4 61. Because Plaintiffs are a victim of Defendants' unfair and/or unlawful conduct
5 alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full
6 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,
7 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
8 and 17208.

9 62. The acts complained of herein occurred within the last four years immediately
10 preceding the filing of the Plaintiffs' Complaint.

11 63. Plaintiffs were compelled to retain the services of counsel to file this Complaint to
12 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
13 of Defendants' current non-exempt employees, and to enforce important rights affecting the
14 public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs,
15 which they are entitled to recover under Code of Civil Procedure § 1021.5.

16 **NINTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **(AGAINST ALL DEFENDANTS)**

19 64. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

20 65. Defendants have committed several Labor Code violations against Plaintiffs,
21 members of the Classes, and other aggrieved employees. Plaintiffs, "aggrieved employees" within
22 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved
23 employees, bring this representative action against Defendants to recover the civil penalties due
24 to Plaintiffs, the members of the Classes, other aggrieved employees, and the State of California
25 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
26 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
27 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
28 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each

1 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
2 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
3 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
4 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
5 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
6 subsequent violation per employee per pay period for those violations of the Labor Code for which
7 no civil penalty is specifically provided, based on the following Labor Code violations:

- 8 a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum
9 Wage Class, and other aggrieved employees in violation of Labor Code §§
10 1182.12, 1194, 1194.2, and 1197;
- 11 b. Failing to pay Plaintiffs, the Overtime Class, and other aggrieved employees all
12 earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and
13 1198;
- 14 c. Failing to provide all legally required meal periods, and failure to pay meal period
15 premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved
16 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
17 512, 558, and 1198;
- 18 d. Failing to authorize and permit all legally required rest periods, and failure to pay
19 rest period premium wages, to Plaintiffs, the Rest Period Class, and other
20 aggrieved employees at the regular rate of compensation in violation of Labor
21 Code §§ 226.7, 516, 558, and 1198;
- 22 e. Failing to pay vested vacation wages upon termination to Plaintiffs, the Vacation
23 Wages Class, and other aggrieved employees in violation of Labor Code § 227.3;
- 24 f. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved
25 employees with complete, accurate, itemized wage statements in violation of
26 Labor Code § 226;
- 27 g. Failing to timely pay all final wages and compensation earned by Plaintiffs, the
28 Waiting Time Class, and other aggrieved employees at the time of separation in

violation of Labor Code §§ 201, 202, and 203;

h. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code § 1174 and 1198.

66. On January 13, 2023, Plaintiff Sanchez notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff Sanchez’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 56 (a)-(i). Now that sixty-five days have passed from Plaintiff Sanchez notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff Sanchez has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations. On April 25, 2023, Plaintiff Encabo notified Defendants via certified mail, and notified the LWDA via its website, of Defendants’ violations of the California Labor Code and Plaintiff Encabo’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 56 (a)-(i). Now that sixty-five days have passed from Plaintiff Encabo notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff Encabo has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

67. Based on the foregoing, Plaintiffs seek to represent themselves and all Aggrieved Employees, as defined by Labor Code § 2699(c).

68. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs, which they are entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code § 227.3;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
12. Upon the Eighth Cause of Action, for civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional

violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 56 (a)-(i);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, and 2699(g); and Code of Civil Procedure § 1021.5; and

15. For such other and further relief, the Court may deem just and proper.

Dated: September 29, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

Dated: September 29, 2025

LAVI & EBRAHIMIAN, LLP

By:

/s/ Joseph Lavi

Joseph Lavi
Attorneys for Plaintiff

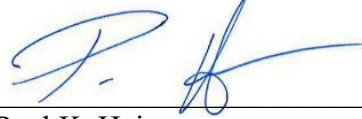
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

Dated: September 29, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

Dated: September 29, 2025

LAVI & EBRAHIMIAN, LLP

By:

/s/ Joseph Lavi

Joseph Lavi
Attorneys for Plaintiff

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Los Angeles County Superior Court Case No. 23STCV00761

[illegible]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On September 29, 2025, I served the foregoing document(s) described as:

THIRD AMENDED CONSOLIDATED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

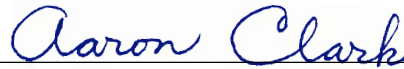
Timothy M. Rusche, Esq.
Email: trusche@mcguirewoods.com
Peter J. Choi, Esq.
Email: pchoi@mcguirewoods.com
McGUIRE WOODS LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attorneys for Defendant PHENOMENEX, INC.

Joseph Lavi, Esq.
Email: jlavi@lelawfirm.com
Vincent C. Granberry, Esq.
Email: vgranberry@lelawfirm.com
Matthew J. Gustin, Esq.
Email: mgustin@lelawfirm.com
Cassandra Castro, Esq.
Email: ccastro@lelawfirm.com
James H. Clark, Esq.
Email: jclark@lelawfirm.com
Christina Le, Esq.
Email: cle@lelawfirm.com
Austin Reid, Esq.
Email: areid@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite
Beverly Hills, California 90211
Attorneys for Plaintiff CARLA LY

1 [X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described
2 above to be electronically served on counsel of record at the electronic service addresses listed
above by transmission to CASE ANYWHERE.

3 [X] (STATE) I declare under penalty of perjury under the laws of the State of California that the
4 above is true and correct.

5 Executed on September 29, 2025, at El Segundo, California.

6 

7 Aaron Clark
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28