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SAVANNAH MADRID

Assigned for All Purposes
Judge Lon Hurwitz
Dept. CX103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

SAVANNAH MADRID, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

ONEPRO SERVICES, LLC., a California
Limited Liability Company, GENONTOX
LABORATORIES, LLC, a California Limited
Liability Company, d/b/a NOVA
DIAGNOSTICS LABORATORY and DOES 1
through 25, inclusive,

Defendants.

Case No. **30-2023-01334051-CU-OE-CXC**

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

COMES NOW, Plaintiff SAVANNAH MADRID (“Plaintiff”), individually, and on behalf of other Aggrieved Employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follow:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from April 17, 2022 to final judgment (“Aggrieved Employees”).

2. Plaintiff alleges that throughout the time period involved in this case, Defendants hired Plaintiff and Aggrieved Employees but failed to properly pay them all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll records, and failed to reimburse them for necessary business expenses.

3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees and costs.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of

1 jurisdiction over them by the California courts consistent with traditional notions of fair play and
2 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
3 solely on California law.

4 6. Venue is proper in this Court because, upon information and belief, Defendants
5 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
6 County of Orange. The majority of the acts, events, and violations alleged herein relating to Plaintiff
7 occurred in the State of California, County of Orange.

8 **THE PARTIES**

9 7. At all times herein mentioned, Plaintiff SAVANNAH MADRID was and is a resident
10 of the State of California.

11 8. At all times herein mentioned, Defendant ONEPRO SERVICES, LLC was and is an
12 employer incorporated under the laws of the state of California, who does business throughout the
13 state of California, with locations throughout the state of California, and whose employees are engaged
14 throughout this county and the State of California, including in the County of Orange at 2001 E. 1st
15 Street, Suite 201, Santa Ana, California 92705.

16 9. At all times herein mentioned, Defendant GENONTOX LABORATORIES, LLC d/b/a
17 NOVA DIAGNOSTICS LABORATORY was and is an employer incorporated under the laws of the
18 state of California, who does business throughout the state of California, with locations throughout the
19 state of California, and whose employees are engaged throughout this county and the State of
20 California, including in the County of Orange at 2001 E. 1st Street, Suite 109, Santa Ana, California
21 92705.

22 10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
23 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
24 serve such fictitiously named Defendants once their names and capacities become known.

25 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
26 omissions alleged herein were performed by, or are attributable to, ONEPRO SERVICES, LLC., a
27 California Limited Liability Company, GENONTOX LABORATORIES, LLC, a California Limited
28 Liability Company, d/b/a NOVA DIAGNOSTICS LABORATORY and/or DOES 1 through 25

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

6 12. At all relevant times, Defendants were the employers of Plaintiff within the meaning
7 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
8 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
9 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

10 13. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
11 Employees, to set work rules and conditions governing their employment, and to supervise their
12 daily employment activities.

13 14. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
14 and the Aggrieved Employees’ employment for them to be their joint employers.

15 15. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved
16 Employees.

17 16. Defendants continue to employ hourly paid and/or non-exempt employees within the
18 State of California.

19 17. At all relevant times, Defendants, and each of them, ratified each and every act or
20 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
21 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
22 alleged.

23 18. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
24 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
25 occurrences, and transactions alleged herein.

26 **GENERAL ALLEGATIONS**

27 19. Defendants, jointly and severally, employed Plaintiff SAVANNAH MADRID from
28 approximately January 2021 through approximately November 2, 2022. as a non-exempt, hourly-paid

1 employee. During her employment with Defendants, Plaintiff was employed to perform medical
2 testing including, but not limited to, COVID-19 testing.

3 20. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay
4 them all overtime wages and minimum wages for all hours worked, failed to provide all meal and rest
5 breaks to which they were entitled, failed to timely pay all wages upon termination of employment,
6 failed to provide accurate wage statements, failed to reimburse necessary business-related expenses,
7 and failed to adhere to other related protections afforded by the California Labor Code and applicable
8 Industrial Welfare Commission Wage Order.

9 21. Plaintiff and the Aggrieved Employees worked over eight (8) hours in a day, and/or
10 forty (40) hours in a week during their employment with Defendants.

11 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
13 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive certain wages for
14 overtime compensation and that they were not receiving certain wages for overtime compensation.

15 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
16 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
17 applicable IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive at least
18 minimum wages for all hours worked and that they were not receiving minimum wages for all hours
19 worked.

20 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 implemented time rounding practices that at times resulted in the underpayment of wages to Plaintiff
22 and the Aggrieved Employees, including minimum and overtime wages. Defendants employed a time
23 rounding policy that was not neutral and designed to round time in Defendants' favor, ensuring that
24 Plaintiff and the Aggrieved Employees were at times not paid for all time worked.

25 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
27 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive a meal period or
28 payment of one (1) additional hour of pay at their regular rate of compensation when they were not

1 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
2 more than five hours per day and that Plaintiff and the Aggrieved Employees were entitled to receive
3 a second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
4 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
5 minutes for a work period of more than ten (10) hours per day. However, Plaintiff and the Aggrieved
6 Employees did not receive all meal periods or payment of one (1) additional hour of pay at their regular
7 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
10 Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive all rest periods or
11 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
12 provided with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or
13 major fraction thereof, worked. However, Plaintiff and the Aggrieved Employees did not receive all
14 rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when a
15 rest period was missed, shortened, taken late, and/or interrupted.

16 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
17 or should have known that they were required to provide Plaintiff and the Aggrieved Employees
18 with complete and accurate itemized wage statements pursuant to California Labor Code section
19 226, but failed to do so.

20 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
21 or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and
22 the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses,
23 but, in fact, did not reimburse them for necessary business-related expenses.

24 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
25 should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages
26 upon termination of employment, including, without limitation, overtime wages, minimum wages,
27 meal period premium wages, and rest period premium wages, and that they did not receive payment

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1 of all wages upon termination of employment in violation of California Labor Code sections 201 and
2 202.

3 **PAGA ALLEGATIONS**

4 30. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
5 Defendants.

6 31. At all times set forth herein, PAGA provides that any provision of law under the
7 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
8 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
9 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
10 brought by an aggrieved employee on behalf of himself or herself and other current or former
11 employees pursuant to procedures outlined in California Labor Code section 2699.3.

12 32. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
13 any person that was employed by the alleged violator and against whom one or more of the alleged
14 violations was committed.

15 33. Plaintiff was employed by Defendants and the alleged violations were committed
16 against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
17 the other employees are "Aggrieved Employees" as defined by California Labor Code section 2699(c)
18 in that they are current or former employees of Defendants and one of more of the alleged violations
19 were committed against them.

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

23 (a) The Aggrieved Employee shall give written notice by certified mail (hereinafter
24 "Employee's Notice") to the LWDA and the employer of the specific provisions of the
25 Labor Code alleged to have been violated, including the facts and theories to support the
26 alleged violations.

27 (b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the
28 aggrieved employee by certified mail that it does not intend to investigate the alleged

1 violation within sixty (60) calendar days of the postmark date of the Employee's Notice.
2 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-
3 five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved
4 employee may commence a civil action pursuant to California Labor Code section 2699
5 to recover civil penalties in addition to any other penalties to which the employee may be
6 entitled.

7 35. On April 17, 2023, Plaintiff provided notice by electronic submission to the LWDA
8 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to
9 have been violated, including the facts and theories to support the alleged violations, pursuant to Labor
10 Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of
11 providing the Employee's Notice.

12 36. Therefore, the administrative prerequisites under California Labor Code section
13 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
14 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
15 1197.1, 1198, 2800 and 2802 have been satisfied.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, ET SEQ.**

18 **(Against All Defendants and DOES 1-25)**

19 37. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in all preceding paragraphs.

21 38. Plaintiff brings this action as a representative action on behalf of herself, other
22 Aggrieved Employees, and the State of California in their capacity as a private attorney general
23 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

24 39. PAGA expressly provides for a private right of action to recover civil penalties for
25 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
26 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
27 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
28 employees, for a violation of this code, may, as an alternative, be recovered through a civil action

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

3 40. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
4 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
5 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

6 41. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
7 as defined by California Labor Code section 2699(c) in that they are all current or former employees
8 of Defendants, and one or more of the alleged violations were committed against them.

9 42. Defendants’ conduct, as alleged herein, violates numerous sections of the California
10 Labor Code, including, but not limited to, the following:

- 11 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
12 overtime wages, as set forth more fully below;
- 13 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
14 pay minimum wages, as set forth more fully below;
- 15 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
16 legally required meal periods, as set forth more fully below;
- 17 (d) Violation of California Labor Code section 226.7 for failure to provide legally
18 required rest periods, as set forth more fully below;
- 19 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
20 Plaintiff and Aggrieved Employees during employment, as set forth more fully
21 before;
- 22 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
23 wages at time of discharge from employment, as set forth more fully below;
- 24 (g) Violation of California Labor Code section 226(a) for failure to provide accurate
25 wage statements to Plaintiff and Aggrieved Employees, as set forth more fully
26 below;

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1 (h) Violation of California Labor Code section 1174(d) for failure to keep complete
2 and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set
3 forth more fully below; and

4 (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
5 Plaintiff and Aggrieved Employees for necessary business-related expenses, as set
6 forth more fully below.

7 43. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
8 Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of
9 civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants
10 for violations of Labor Code sections set forth herein, including penalties under California Labor Code
11 sections 2699, 558, 210, 1197.1, , 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC
12 Wage Order, and any and all additional penalties and remedies as provided by the California Labor
13 Code and/or other statutes.

14 44. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
15 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
16 the enforcement of labor laws and education of employers and employees about their rights and
17 responsibilities and twenty-five (25%) to the Aggrieved Employees.

18 45. Plaintiff was compelled to retain the services of counsel to file this court action, and to
19 assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of
20 reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other
21 applicable statute.

22 **Failure to Pay Overtime Wages**

23 46. California Labor Code section 1198 and the applicable IWC Wage Order have provided
24 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-
25 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
26 person on a daily or weekly basis.

27 47. Specifically, the applicable IWC Wage Order provides that Defendants are and were
28 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than

1 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
2 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

3 48. The applicable IWC Wage Order further provides that Defendants are and were
4 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than
5 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

6 49. California Labor Code section 510 codifies the right to overtime compensation at one-
7 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
8 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
9 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
10 in a day or in excess of eight (8) hours in a day on the seventh day of work.

11 50. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked
12 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
13 (40) hours in a week performing work duties “off-the-clock” performing duties including, but not
14 limited to, amongst other things: (1) packing collection bags before being allowed to clock in; (2)
15 being required to work during meal periods while clocked out; and (3) responding to work
16 communications outside of work hours.

17 51. Defendants’ failure to pay Plaintiff and Aggrieved Employees the unpaid balance of
18 overtime compensation, as required by California law, violates the provisions of California Labor
19 Code sections 510 and 1198, and is therefore unlawful.

20 **Failure to Pay Minimum Wages**

21 52. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have
22 provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
23 employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants’ failure
24 to pay minimum wages included, *inter alia*, Defendants’ failure to pay Plaintiff and the Aggrieved
25 Employees any wages for time spent working “off-the-clock” performing duties including, but not
26 limited to, amongst other things, requiring Plaintiff and the Aggrieved Employees to (1) pack
27 collection bags before being allowed to clock in; (2) work during meal periods while clocked out; and
28 (3) respond to work communications outside of work hours. Accordingly, Defendants regularly failed

1 to pay at least minimum wages to Plaintiff and Aggrieved Employees for all of the hours they worked
2 in violation of California Labor Code sections 1194, 1197 and 1197.1.

3 53. Defendants' failure to pay Plaintiff and Aggrieved Employees the minimum wage as
4 required violates California Labor Code sections 1194, 1197 and 1197.1.

5 **Failure to Provide Meal Periods**

6 54. At all relevant times herein set forth, California Labor Code section 226.7 has provided
7 that no employer shall require an employee to work during any meal period mandated by an applicable
8 IWC Order.

9 55. At all relevant times herein set forth, California Labor Code section 512(a) has
10 provided that an employer may not require, cause, or permit an employee to work for a period of more
11 than five (5) hours per day without providing the employee with a meal period of not less than thirty
12 (30) minutes, except that if the total work period per day of the employee is not more than six (6)
13 hours, the meal period may be waived by mutual consent of both the employer and the employee.

14 56. During the relevant time period, Plaintiff and Aggrieved Employees who were
15 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally
16 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
17 without a meal period of not less than thirty (30) minutes.

18 57. During the relevant time period, Plaintiff and the Aggrieved Employees,
19 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
20 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
21 minutes.

22 58. During the relevant time period, Plaintiff and the Aggrieved Employees,
23 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
24 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
25 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
26 not less than thirty (30) minutes.

27 59. During the relevant time period, Plaintiff and the Aggrieved Employees,
28 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work

1 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
2 thirty (30) minutes.

3 60. During the relevant time period, Defendants willfully required Plaintiff and the
4 Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and Aggrieved
5 Employees for work performed during meal periods. By way of example, Defendants failed to relieve
6 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
7 worked through mandated meal periods.

8 61. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period
9 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
10 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
11 to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
12 Employees in the regular rate of compensation.

13 62. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
14 Code sections 226.7 and 512(a).

15 **Failure to Provide Rest Periods**

16 63. At all relevant times, California Labor Code section 226.7 has provided that no
17 employer shall require an employee to work during any rest period mandated by an applicable order
18 of the California IWC.

19 64. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
20 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
21 the middle of each work period" and that the "rest period time shall be based on the total hours worked
22 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
23 the total daily work time is less than three and one-half (3½) hours.

24 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
25 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)
26 additional hour of pay at the employee's regular hourly rate of compensation for each workday that
27 the rest period was not provided.

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1 66. During the relevant time period, Defendants required Plaintiff and the Aggrieved
2 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
3 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
4 period, Defendants willfully required Plaintiff and the Aggrieved Employees to work during rest
5 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
6 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

7 67. Defendants failed to pay Plaintiff and Aggrieved Employees the full rest period
8 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
9 timely, uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
10 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
11 Employees in the regular rate of compensation.

12 68. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
13 Code section 226.7.

14 **Failure to Timely Pay Wages During Employment**

15 69. At all relevant times herein set forth, California Labor Code section 204 has provided
16 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
17 any calendar month, other than those wages due upon termination of an employee, are due and payable
18 between the 16th and the 26th day of the month during which the labor was performed.

19 70. At all times herein set forth, California Labor Code section 204 has provided that all
20 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and payable
22 between the 1st and the 10th day of the following month.

23 71. At all times herein set forth, California Labor Code section 204 has provided that all
24 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
25 the next regular payroll period.

26 72. During the relevant time period, Defendants intentionally and willfully failed to pay
27 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible

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1 under California Labor Code section 204, including wages for overtime compensation, minimum wage
2 compensation, meal period premiums, and rest period premiums.

3 **Failure to Timely Pay Wages Upon Termination**

4 73. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
5 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
6 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
7 at the time of discharge are due and payable immediately. California Labor Code section 202
8 mandates that if an employee quits, his or her wages shall become due and payable not later than
9 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
10 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
11 quitting.

12 74. California Labor Code section 203 provides that if an employer willfully fails to pay,
13 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
14 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
15 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
16 continue for more than thirty (30) days.

17 75. At the time that Plaintiff and the Aggrieved Employees' employment with Defendants
18 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
19 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
20 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
21 wages.

22 **Failure to Provide Compliant Wage Statements**

23 76. At all relevant times set forth herein, California Labor Code section 226(a) provides
24 that every employer shall furnish each of its employees an accurate itemized statement in writing
25 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
26 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
27 deductions, provided that all deductions made on written orders of the employee may be aggregated
28 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the

1 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
2 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
3 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
4 The deductions made from payments of wages shall be recorded in ink or other indelible form,
5 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
6 deductions shall be kept on file by the employer for at least three years at the place of employment or
7 at a central location within the State of California.

8 77. Defendants have intentionally and willfully failed to provide employees with complete
9 and accurate wage statements. The deficiencies include, among other things, the failure to state all
10 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
11 premium wages earned.

12 **Failure to Keep Requisite Payroll Records**

13 78. At all relevant times set forth herein, California Labor Code section 1174(d) has
14 required an employer to keep, at a central location in the state or at the plants or establishments at
15 which employees are employed, payroll records showing the hours worked daily by and the wages
16 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
17 employed at the respective plants or establishments. These records shall be kept in accordance with
18 rules established for this purpose by the commission, but in any case shall be kept on file for not less
19 than two years.

20 79. Defendants have intentionally and willfully failed to keep accurate and complete
21 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the Aggrieved
22 Employees.

23 80. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
24 and the Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

25 81. More specifically, Plaintiff and the Aggrieved Employees have been injured by
26 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
27 were denied both their legal right and protected interest, in having available, accurate and complete
28 payroll records pursuant to California Labor Code section 1174(d).

1 **Failure to Reimburse Necessary Business Expenses**

2 82. Pursuant to California Labor Code sections 2800 and 2802, an employer must
3 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
4 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
5 consequence of his or her obedience to the directions of the employer.

6 83. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
7 and costs that were not fully reimbursed by Defendants, including, but not limited to, (1) usage of
8 personal cell phones, personal computers, and personal internet, for work-related purposes; and (2)
9 significant unreimbursed mileage accrued by Plaintiff and class members as they completed various
10 tasks for Defendants requiring them to use their personal vehicles and make trips.

11 84. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
12 Employees for all necessary business-related expenses and costs.

13 **PRAYER FOR RELIEF**

14 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

15 1. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)
16 of California Labor Code;

17 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
18 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or
19 other applicable statutes; and

20 3. For such other and further relief as the Court may deem proper.

21
22 DATED: June 29, 2023

BLACKSTONE LAW, APC

23
24 By: _____


Jonathan M. Genish, Esq.
Attorneys for Plaintiff
SAVANNAH MADRID