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Attorneys for Plaintiff HAIRO ANTONIO DIONICIO GARCIA
on behalf of the general public as private attorney general

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

HAIRO ANTONIO DIONICIO GARCIA, on
behalf of the general public as private attorney
general,

Plaintiff,

v.

BIOLIFE PLASMA SERVICES L.P., a
Pennsylvania Limited Partnership; BIOLIFE
PLASMA LLC., a Delaware Limited Liability
Company; TAKEDA PHARMACEUTICALS
AMERICA, INC., a Delaware Corporation;
TAKEDA PHARMACEUTICALS U.S.A.,
INC., a Delaware Corporation and DOES 1-50,
inclusive,

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

**[PROPOSED] PAGA
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq*).**

COMES NOW Plaintiff HAIRO ANTONIO DIONICIO GARCIA (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants BIOLIFE PLASMA SERVICES L.P., a Pennsylvania Limited Partnership; BIOLIFE PLASMA LLC., a Delaware Limited Liability Company; TAKEDA PHARMACEUTICALS AMERICA, INC., a Delaware Corporation; TAKEDA PHARMACEUTICALS U.S.A., INC., a Delaware Corporation and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants’: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendants’ employ, (e) failure to pay wages timely during employment, (f) failure to provide accurate itemized wage statements, (g) failure to reimburse necessary business expenses, (h) failure to pay sick pay accurately, and (i) Illegal Agreements in violation of labor code sections 432.5 and 925. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendants because, upon information and belief,
2 Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails
3 itself of the California market so as to render the exercise of jurisdiction over it by the California
4 Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendants is doing business throughout California, including but
7 not limited to San Diego County, and each Defendants is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendants employ numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendants have conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present ("liability period"), Defendants consistently maintained and enforced against
22 Defendants' aggrieved Employees, among others, the following unlawful practices and policies,
23 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
24 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all
25 wages earned and owed upon separation from Defendants' employ, (e) failure to pay wages timely
26 during employment, (f) failure to provide accurate itemized wage statements, (g) failure to
27 reimburse necessary business expenses, (h) failure to pay sick pay accurately, and (i) Illegal
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1 Agreements in violation of labor code sections 432.5 and 925.

2 9. On information and belief, during the statutory liability period and continuing to
3 the present, Defendants have had a consistent policy of failing to pay wages including overtime
4 wages for hours worked while subject to the control of Defendants.

5 10. On information and belief, during the statutory liability period and continuing to
6 the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees.
7 Defendants have also failed to provide meal premiums for missed meal periods.

8 11. On information and belief, during the statutory liability period and continuing to
9 the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees.
10 Defendants have also failed to provide rest premiums for missed rest periods.

11 12. On information and belief, during the statutory liability period and continuing to
12 the present, Defendants have had a consistent policy of failing to timely pay wages upon
13 separation.

14 13. On information and belief, during the statutory liability period and continuing to
15 the present, Defendants have had a consistent policy of failing to timely pay wages during Plaintiff
16 and Aggrieved Employees' employment.

17 14. On information and belief, during the statutory liability period and continuing to
18 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
19 wage statements.

20 15. On information and belief, during the statutory liability period and continuing to
21 the present, Defendants have failed to reimburse necessary business expenses to Plaintiff and
22 aggrieved employees.

23 16. On information and belief, during the statutory liability period and continuing to
24 the present, Defendants have failed to accurately pay and record sick pay to Plaintiff and aggrieved
25 employees.

26 17. On information and belief, during the statutory liability period and continuing to
27 the present, Defendants subjected Plaintiff and aggrieved employees to illegal agreements and
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1 contract provisions.

2 18. Plaintiff on behalf of the general public as private attorney general and all other
3 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
4 enumerated under 2699.5 as follows: sections 201-204, 218.5, 218.6, 221-224, 226, 226.3, 226(b),
5 226.7, 245-249, 432, 432.5, 510, 512, 516, 558, 925, 1174, 1194, 1194.2, 1195, 1197, 1198,
6 1198.5, 2802 and seeking penalties, interest, attorneys' fees and costs.

7 **III. PARTIES**

8 **A. Plaintiff**

9 19. Plaintiff, HAIRO ANTONIO DIONICIO GARCIA, was at all times relevant to this
10 action, a resident of California. Plaintiff was employed by Defendants on September 14, 2021 as
11 a Non-Exempt Employee with the title of phlebotomist worked during the liability period for
12 Defendants, at Defendants' Vista, CA and Pomona, CA locations until Plaintiff's separation from
13 Defendants' employ in approximately April 3, 2025.

14 20. As Defendants' employee, Plaintiff, and all other aggrieved employees were
15 regularly required to and subsequently suffered:

- 16 a) to perform work subject to the control of the employer without being compensated all
17 wages including overtime, all in violation of California labor laws, regulations, and the
18 Industrial Welfare Commission Wage Order ("IWC");
- 19 b) not provided meal periods nor paid premium wages;
- 20 c) not provided rest periods nor paid premium wages;
- 21 d) not paid timely upon separation from Defendants' employment;
- 22 e) not paid timely during their employment;
- 23 f) not provided accurate itemized wage statements;
- 24 g) subjected to illegal agreements;
- 25 h) not paid proper sick pay; and
- 26 i) not reimbursed for necessary business expenses.

27 21. On information and belief, Defendants willfully failed to pay all earned wages in
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1 the form regular wages and overtime wages, to its Non-Exempt Employees and members of the
2 Representative Group; nor have Defendants returned to Plaintiff or members of the
3 Representative Group, upon or after separation from employment with Defendants, all wages
4 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
5 general public as private attorney general and all other aggrieved employees.

6 **B. Defendants**

7 22. Plaintiff is informed and believes that BioLife Plasma Services L.P. and BioLife
8 Plasma LLC operate the BioLife plasma donation centers throughout the United States and are
9 responsible for the day-to-day management, staffing, and implementation of corporate policies at
10 those facilities. Plaintiff is further informed and believes that Takeda Pharmaceuticals America,
11 Inc. and Takeda Pharmaceuticals U.S.A., Inc. are the U.S. subsidiaries of Takeda Pharmaceutical
12 Company Limited and are the ultimate parent companies of the BioLife entities. At all relevant
13 times, the Takeda entities owned, controlled, and directed the operations of the BioLife entities,
14 including but not limited to establishing corporate policies, procedures, and employment practices
15 that governed the work performed at BioLife plasma centers. Accordingly, Defendants acted as a
16 single integrated enterprise and joint employers of Plaintiff and other similarly situated employees,
17 sharing common ownership, management, control of labor relations, and interrelated business
18 operations. Defendants operate on a nationwide basis. Plaintiff estimates there are in excess of one
19 hundred (100) Non-Exempt Employees who work or have worked for Defendants over the last
20 four years.

21
22 23. Other than identified herein, Plaintiff are unaware of the true names, capacities,
23 relationships and extent of participation in the conduct alleged herein, of the Defendants sued as
24 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants is
25 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants
26 by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
27 are ascertained.

28 24. Plaintiff are informed and believes and thereon alleges that each Defendants,

1 directly or indirectly, or through agents or other persons, employed Plaintiff and other members of
2 the Representative Group, and exercised control over their wages, hours, and working conditions.
3 Plaintiff are informed and believes and thereon alleges that each Defendants acted in all respects
4 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
5 plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable
6 to the other Defendants.

7 **IV. GENERAL ALLEGATIONS**

8 1. At all times set forth herein, Defendants employed Plaintiff and other persons in
9 the capacity of non-exempt positions, however titled, throughout the state of California.

10 2. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
11 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
12 rules and regulations of the IWC California Wage Orders.

13 3. Defendants continue to employ Non-Exempt Employees, however titled, in
14 California and implement a uniform set of policies and practices to all non-exempt employees, as
15 they were all engaged in the job duties related to Defendants' blood donation business.

16 4. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
17 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
18 the requirements of California's wage and employment laws.

19 5. Plaintiff is informed and believes that during the relevant time-frame, all Aggrieved
20 Employees are citizens of the state of California.

21 6. During the relevant time-frame, Defendants compensated Plaintiff and Aggrieved
22 Employees based upon an hourly rate.

23 7. On information and belief, Defendants failed to compensate Plaintiff and
24 Aggrieved Employees for overtime pay owed to them for various off-the-clock tasks required to
25 be performed by them. For instance, Plaintiff and Aggrieved Employees were required to work
26 before clocking in by preparing quality paperwork and waiting in line to clock in.

27 8. Defendants' management unlawfully participated in time shaving practices by
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1 shaving time punches.

2 9. Defendants' management unlawfully participated in wage rounding practices as
3 well.

4 10. Plaintiff is informed and believes, and thereon alleges, that during the relevant
5 statutory period, Defendants systematically failed to correctly calculate and pay overtime
6 compensation to Plaintiff and the putative Aggrieved Employees because Defendants did not
7 properly include all nondiscretionary compensation in the "regular rate of pay" as required by
8 California law. Defendants paid various forms of additional remuneration, including but not
9 limited to shift premiums, shift differentials, "HW PREM .5," "Shift20," retroactive pay
10 adjustments ("Retro Pay"), recognition awards, fitness benefits, service awards, short-term
11 incentive payments ("STIP Bonus"), and other nondiscretionary bonuses, during the same pay
12 periods in which overtime compensation was paid. These forms of compensation constitute the
13 type of remuneration that must be included in the regular rate of pay for purposes of calculating
14 overtime under California law.

15 11. Despite this, Plaintiff is informed and believes that Defendants either failed to
16 include these forms of nondiscretionary compensation in the regular rate of pay, included them
17 inconsistently, or applied incorrect multipliers, resulting in overtime being paid at rates that were
18 both below and occasionally above the required statutory premium rates. The various paystub
19 entries demonstrate irregularities in how shift premiums and incentive payments were treated,
20 inconsistencies as to when (if ever) such premiums were incorporated, and instances where such
21 forms of compensation were paid separately without any corresponding adjustment to the overtime
22 rate.
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24 12. Plaintiff is further informed and believes that Defendants' failure to properly
25 calculate the regular rate of pay led to systemic underpayment of overtime wages, meal and rest
26 period premiums, and other premium wages. Plaintiff worked overtime on a weekly basis and was
27 paid straight time and overtime wages at rates that failed to capture all nondiscretionary
28 compensation that should have increased the regular rate.

1 13. Indeed, during the relevant time, as a consequence of Defendants' staffing and
2 scheduling practices, work demands, and Defendants' policies and practices, Defendants
3 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
4 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

5 14. On information and belief, Plaintiff and Aggrieved Employees did not waive their
6 rights to meal periods under the law.

7 15. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
8 meal periods.

9 16. Despite the above-mentioned meal period violations, Defendants failed to
10 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
11 one additional hour of pay at their regular rate as required by California law when meal periods
12 were not timely or lawfully provided in a compliant manner.

13 17. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should
14 know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were
15 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
16 were not receiving such compensation.

17 18. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
18 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
19 period for every four hours worked or major fraction thereof, including third rest breaks which is
20 a violation of the Labor Code and IWC wage order.

21 19. Plaintiff and Aggrieved Employees were not provided a third rest break on days
22 that they worked for over 10 hours.

23 20. Defendants maintained and enforced scheduling practices, policies, and imposed
24 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
25 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
26 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
27 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
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1 21. Despite the above-mentioned rest period violations, Defendants did not compensate
2 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
3 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
4 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
5 permitted.

6 22. Plaintiff and Aggrieved Employees were not allowed to leave premises for meal or
7 rest periods.

8 23. Plaintiff is informed and believes, and thereon alleges, that during the relevant
9 statutory period, Defendants failed to correctly calculate and pay sick pay wages to Plaintiff and
10 the putative Aggrieved Employees because Defendants did not properly include all
11 nondiscretionary forms of compensation in the sick pay rate as required by California Labor Code
12 § 246.

13 24. Plaintiff is informed and believes that Defendants regularly paid nondiscretionary
14 bonuses, incentive payments, shift premiums, differentials, retroactive pay adjustments (“Retro
15 Pay”), fitness-related benefits, service awards, STIP bonuses, and other forms of additional
16 remuneration during the same pay periods in which “California Sick” (“CA Sick”) wages were
17 paid. These forms of compensation must be included when determining the appropriate sick pay
18 rate. Despite this requirement, Defendants paid “CA Sick” at the base hourly rate without making
19 any adjustment to account for nondiscretionary compensation received in the same or preceding
20 pay periods. As a result, Plaintiff and the putative Aggrieved Employees received sick pay at a rate
21 lower than that required by California law.

22 25. Plaintiff is further informed and believes that in some instances, Defendants
23 inconsistently incorporated certain compensation, such as shift premiums or retroactive pay, into
24 the sick pay rate, resulting in irregular and inaccurate sick pay calculations that varied from pay
25 period to pay period. In many other instances, bonuses, STIP payments, fitness-related payments,
26 and awards were paid separately without any corresponding adjustment to the sick pay rate.
27 Defendants’ failure to correctly calculate and pay sick pay wages resulted in systemic
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1 underpayment of paid sick leave, derivative underpayment of other wages, and inaccurate wage
2 statements.

3 26. Additionally, Plaintiff is informed and believes that Defendants unlawfully
4 deducted and used Plaintiff's accrued sick leave for time he was unable to work due to a work-
5 related injury, in violation of Labor Code § 246.5, despite Plaintiff complaining to management
6 and Human Resources. Labor Code § 246.5 prohibits employers from requiring employees to use
7 paid sick leave for absences due to occupational injuries when the employee is entitled to workers'
8 compensation benefits.

9 27. The item "HW PREM .5," "Shift20" is listed at a supplemental rate and the Total
10 Hours Worked are not listed on the paystubs in violation of labor code section 226.

11 28. Plaintiff has requested his employee file from the Company himself in April 2024
12 and was not provided his full employee file.

13 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
14 or should have known that Plaintiff and the other aggrieved employees were entitled to receive all
15 wages owed to them during their employment. Plaintiff and the other aggrieved employees did not
16 receive payment of all wages, including overtime and minimum wages and meal and rest period
17 premiums, within any time permissible under California Labor Code section 204.

18 30. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 aggrieved employees all wages within any time permissible under California law, including, *inter*
20 *alia*, California Labor Code section 204.

21 31. Defendants failed to reimburse Plaintiff and Aggrieved Employees for protective
22 gear, such as face shields, that were required to use for work related purposes.

23 32. Defendants also failed to provide accurate, lawful itemized wage statements to
24 Plaintiff and the Aggrieved Employees in part because of the above-specified violations. In
25 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
26 worked, including premiums due and owing for meal and rest period violations, overtime pay,
27 gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.
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1 33. Plaintiff is informed and believes, and thereon alleges that Defendant
2 miscalculated the hours worked, as evidenced in Plaintiff's pay stubs.

3 34. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
5 thereof for resignations without prior notice as the case may be) they had a duty to accurately
6 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
7 meal and rest period premiums, and that Defendants had the financial ability to pay such
8 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
9 because of the above-specified violations.

10 35. Upon information and belief, Defendants knew and or should have known that it
11 is improper to implement policies and commit unlawful acts such as:

12 (a) requiring employees to work four (4) hours or a major fraction thereof without
13 being provided a minimum ten (10) minute rest period and without compensating the employees
14 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
15 rest period was not provided;

16 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
17 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
18 and without compensating employees with one (1) hour of pay at the regular rate of compensation
19 for each workday that such a meal period was not provided;

20 (c) failing to pay overtime and minimum wages;

21 (d) failing to provide accurate itemized wage statements;

22 (e) failing to timely pay Plaintiff and Aggrieved Employees upon separation from
23 Defendants' employment;

24 (f) failure to reimburse necessary business expenses;

25 (g) failure to accurately pay sick pay;

26 (h) failing to timely pay during employment;

27 (i) for illegal agreements; and
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1 (j) conducting and engaging in unfair business practices.

2 36. In addition to the violations above, and on information and belief, Defendants knew
3 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
4 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
5 knowingly, recklessly, and/or intentionally failed to do so.

6 37. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
7 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
8 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
9 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

10 **V. REPRESENTATIVE CLAIMS**

11 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

12 25. Plaintiff incorporates by reference and re-alleges each and every allegation
13 contained above, as though fully set forth herein.

14 26. PAGA is a mechanism by which the State of California can enforce state labor laws
15 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
16 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
17 law enforcement action designed to protect the public and not to benefit private parties. The
18 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
19 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
20 Legislature specified that "it was...in the public interest to allow aggrieved employees, acting as
21 private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch.
22 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

23 27. Plaintiff brings this Representative Action on behalf of the State of California with
24 respect to himself and all other individuals who are or previously were employed by Defendants
25 as non-exempt California employees during the applicable statutory period (the "aggrieved
26 employees").

27 28. On November 19, 2025, Plaintiff complied with notice requirements pursuant to
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1 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
2 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
3 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
4 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
5 representative capacity. The substance and violations set forth in this Complaint of which the
6 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
7 Action Complaint to the LWDA.

8 29. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
9 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
10 Employees of Defendants.

11 30. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
12 which Defendants is liable due to numerous Labor Code violations as set forth in this Complaint,
13 including without limitation Labor Code section 201-204, 218.5, 218.6, 221-224, 226, 226.3,
14 226(b), 226.7, 245-249, 432, 432.5, 510, 512, 516, 558, 925, 1174, 1194, 1194.2, 1195, 1197,
15 1198, 1198.5, 2802 and 2698 *et seq.*, applicable IWC Wage Orders and California Code of
16 Regulations, Title 8, section 11000 *et. seq.*

17 31. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
18 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
19 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
20 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
21 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
22 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
23 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
24 (8) hours in a day on the seventh day of work in a particular work week.

25 32. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
26 period of more than five (5) hours without providing a meal break of not less than thirty (30)
27 minutes in which the employee is relieved of all of his or her duties. Also pursuant to California
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1 law and the relevant IWC Wage Order(s), no employer shall require an employee to work more
2 than ten hours without being provided a second meal period, which can be waived by mutual
3 consent up until the twelfth hour.

4 33. For the Liability Period, Defendants failed to provide Plaintiff and the Aggrieved
5 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes.

6 34. For the Liability Period, Defendants failed to provide Plaintiff and the Aggrieved
7 Employees proper second meal periods for shifts in excess of ten hours.

8 35. Pursuant to the IWC wage orders applicable to Plaintiff and the Aggrieved
9 Employees, "Every employer shall authorize and permit all employees to take rest periods, which
10 insofar as practicable shall be in the middle of each work period.... [The] authorized rest period
11 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
12 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as
13 hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits
14 an employer from requiring any employee to work during any rest period mandated by an
15 applicable order of the IWC. Defendants were required to authorize and permit employees such
16 as Plaintiff and the Aggrieved Employees to take rest periods, based upon the total hours worked
17 at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no
18 deduction from wages.

19 36. Despite said requirements applicable to Plaintiff and the Aggrieved Employees,
20 Defendants failed and refused to authorize and permit Plaintiff and the Aggrieved Employees to
21 take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.
22 Plaintiff regularly worked shifts without properly authorized rest periods. Defendants did not pay
23 Plaintiff an hour of wages for each day that a rest period violation occurred. On information and
24 belief, the Aggrieved Employees endured similar violations as a result of Defendants' rest period
25 policies and practices.

26 37. By their failure to provide rest periods for every four (4) hours or major fraction
27 thereof worked by Plaintiff and the Aggrieved Employees, Defendants violated the provisions of
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1 Labor Code sections 226.7 and the applicable IWC Wage Order(s).

2 38. Plaintiff and the Aggrieved Employees were also injured because the wage
3 statements Defendants provided to them failed to accurately state the hours worked and also to
4 state that the Aggrieved Employees were being paid one hour of pay at their regular rate for days
5 in which they were not provided with each of their authorized meal and rest periods. Defendants
6 have made it impossible to properly calculate important information from the wage statements that
7 were provided to Plaintiff and the Aggrieved Employees throughout the liability period.

8 39. Defendants also willfully violated Labor Code sections 201-203 by failing to
9 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
10 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
11 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
12 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
13 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
14 The penalty cannot exceed 30 days of wages.

15 40. Plaintiff and all other aggrieved employees who were separated from employment
16 are entitled to compensation for all forms of wages earned, including but not limited to
17 compensation minimum and overtime wages, but to date have not received such compensation,
18 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

19 41. On information and belief, Defendants willfully failed to pay all wages due and
20 owing upon separation from employment. These wages include minimum and overtime wages.

21 42. On information and belief, Defendants willfully failed to pay all wages due and
22 owing during employment. These wages include minimum and overtime wages.

23 43. On information and belief, Defendants failed to provide accurate itemized wage
24 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
25 and the aggrieved employees pursuant to Labor Code section 226(a).

26 44. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
27 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
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1 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
2 for each violation in a subsequent citation, for which the employer fails to provide the employee a
3 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

4 45. Additionally, Defendants have no accurate records relating to aggrieved
5 employees' work periods, total daily hours worked, total hours worked per payroll period and
6 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
7 maintain accurate records relating to hours worked daily in violation of Labor Code sections
8 1174(d), 1174.5.

9 46. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees
10 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
11 worked.

12 47. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
13 Employees for business expenses incurred as described above. Labor Code § 2802 requires
14 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred
15 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
16 Defendants failed to provide reimbursements.

17 48. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
18 implied, made by any employee to waive the benefits of this article or any part thereof is null and
19 void, and this article shall not deprive any employee or his or her personal representative of any
20 right or remedy to which he is entitled under the laws of this State"

21 49. Plaintiff is informed and believes, and thereon alleges, that Defendants required
22 Plaintiff and the putative Aggrieved Employees, as a condition of employment, to execute
23 onboarding documents, agreements, and/or acknowledgments that contained terms and provisions
24 that were unlawful under California law. These unlawful provisions included, but were not limited
25 to, clauses that restricted employee rights, imposed unlawful limitations on statutory protections,
26 or required employees to assent to terms prohibited by California's Labor Code and public policy.
27 Plaintiff is informed and believes that Defendants utilized uniform onboarding documents and
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1 standardized agreements for all non-exempt employees in California, such that the same unlawful
2 terms were imposed across the entire aggrieved employee group. By requiring employees to
3 execute agreements containing unlawful provisions, Defendants violated Labor Code § 432.5.

4 50. Plaintiff is further informed and believes, and thereon alleges, that Defendants
5 required Plaintiff to enter into an agreement that contained an out-of-state forum-selection clause
6 and/or non-California choice-of-law provision in violation of Labor Code § 925, which prohibits
7 employers from requiring California employees to agree to litigate or arbitrate claims outside of
8 California or under non-California law unless the employee is independently represented by
9 counsel in negotiating the agreement. Plaintiff did not have independent legal representation in
10 connection with the execution of such agreements. To the extent other aggrieved employees were
11 also required to sign similar agreements, these violations are enforceable through PAGA, Labor
12 Code § 2698 et seq.

13 51. As a direct and proximate result of Defendants' conduct, Plaintiff and the putative
14 Aggrieved Employees have been harmed and are entitled to declaratory relief, statutory penalties,
15 restitution, attorneys' fees, and costs as permitted by law. Plaintiff, in his individual capacity and
16 as a representative of the State of California under PAGA, seeks all penalties available under Labor
17 Code §§ 432.5, 925, and 2699 for Defendants' violations. Plaintiff further seeks an order declaring
18 the unlawful provisions void and unenforceable.

19 52. Plaintiff is informed and believes, and thereon alleges, that during the relevant
20 statutory period, Defendants failed to correctly calculate and pay sick pay wages to Plaintiff and
21 the putative Aggrieved Employees because Defendants did not properly include all
22 nondiscretionary forms of compensation in the sick pay rate as required by California Labor Code
23 § 246. California law requires employers to calculate paid sick leave using the employee's regular
24 rate of pay for that workweek or, alternatively, by dividing the employee's total compensation
25 (minus overtime premiums) by the total hours worked in the previous 90 days. Defendants failed
26 to comply with these requirements.

27 53. Plaintiff is informed and believes that Defendants regularly paid nondiscretionary
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1 bonuses, incentive payments, shift premiums, differentials, retroactive pay adjustments (“Retro
2 Pay”), fitness-related benefits, service awards, STIP bonuses, and other forms of additional
3 remuneration during the same pay periods in which “California Sick” (“CA Sick”) wages were
4 paid. These forms of compensation must be included when determining the appropriate sick pay
5 rate. Despite this requirement, Defendants paid “CA Sick” at the base hourly rate without making
6 any adjustment to account for nondiscretionary compensation received in the same or preceding
7 pay periods. As a result, Plaintiff and the putative Aggrieved Employees received sick pay at a rate
8 lower than that required by California law.

9 54. Plaintiff is further informed and believes that in some instances, Defendants
10 inconsistently incorporated certain compensation, such as shift premiums or retroactive pay, into
11 the sick pay rate, resulting in irregular and inaccurate sick pay calculations that varied from pay
12 period to pay period. In many other instances, bonuses, STIP payments, fitness-related payments,
13 and awards were paid separately without any corresponding adjustment to the sick pay rate.
14 Defendants’ failure to correctly calculate and pay sick pay wages resulted in systemic
15 underpayment of paid sick leave, derivative underpayment of other wages, and inaccurate wage
16 statements.

17 55. Plaintiff and aggrieved employees thus seek restitution for the sick pay owed to
18 them during the relevant time period.

19 56. Plaintiff and the Representative aggrieved Employees are entitled to recover
20 Penalties and attorneys’ fees and costs under Labor Code section 2698, et. seq.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 23 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
 - 24 2. For reasonable attorneys’ fees and costs; and
 - 25 3. For such other and further relief as the Court deems proper.
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1 Dated: November 19, 2025

JAMES HAWKINS APLC

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3 By: _____

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
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6 Attorneys for Plaintiff HAIRO ANTONIO
7 DIONICIO GARCIA on behalf of the
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