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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

05/14/2024

By: A. Turner Deputy

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

12 MARNELLE MAC DULA, individually and
13 on behalf of all other similarly situated
14 employees,

15 Plaintiff,

16 vs.

17 IDEXX DISTRIBUTION, INC., a
18 Massachusetts Corporation; and DOES 1 to
19 100, inclusive,

20 Defendants.

Case No. 23CV005044

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff MARNELLE MAC DULA (“Plaintiff”), on behalf of herself and all other similarly
2 situated employees, hereby files this First Amended Complaint against Defendants IDEXX
3 DISTRIBUTION, INC., a Massachusetts Corporation; and DOES 1 to 100, inclusive (hereinafter all
4 collectively referred to as “Defendants”). On information and belief, Plaintiff alleges the following:

5 **INTRODUCTION**

6 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
7 Plaintiff for failure to pay overtime wages, failure to pay minimum wages, meal and rest period
8 violations, wage statement violations, waiting time penalties, failure to reimburse expenses, and unfair
9 competition.

10 **JURISDICTION AND VENUE**

11 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
13 Labor Code, California Business and Professions Code, and Wage Order No. 4.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), 395.2, and 395.5, in that
15 Defendant is a foreign entity and has not designated any county in California as being where it maintains
16 its principal offices. In addition, some of the wrongful acts and violations of law asserted herein
17 occurred within Sacramento County, and Defendant’s obligation to pay wages arose in Sacramento
18 County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

19 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
20 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
21 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
22 notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on July 18,
23 2023. Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all
24 violations asserted under the Private Attorneys General Act cause of action. Plaintiff submitted the
25 \$75.00 filing fee. The July 18, 2023 notice was also sent via certified mail to Defendants on the same
26 day. Plaintiff is informed and believes, that to date, the LWDA has not provided any response to
27 Plaintiff’s notice correspondence. Accordingly, Plaintiff is informed and believes that she has exhausted
28 all administrative remedied pursuant to the Private Attorneys General Act and may bring this action on

1 behalf of herself and all Aggrieved Employees. *See* Cal. Labor Code § 2699.3(a)(2)(A), (c)(3); *Caliber*
2 *Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
3 includes all individuals who have, or continue to, perform work for Defendants in California as non-
4 exempt employees from July 18, 2022 to the present.

5 **PARTIES**

6 5. MARNELLE MAC DULA is an individual over the age of eighteen (18) and is a
7 resident of the State of California.

8 6. On information and belief, Plaintiff alleges, IDEXX DISTRIBUTION, INC., is now
9 and/or at all times mentioned in this Complaint was a Massachusetts Corporation and the owner and
10 operator of an industry, business and/or facility doing business in the State of California.

11 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
12 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
13 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
14 names and capacities of these DOE Defendants when they are ascertained.

15 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
16 other Defendants and was acting within the course and scope of such agency or employment. The
17 Defendants are jointly and severally liable to Plaintiff.

18 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
19 were members of and/or engaged in a joint employment, joint venture, partnership and common
20 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
21 joint venture, partnership and common enterprise.

22 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
23 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

24 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
25 wrongs, complaints, injuries and/or damages alleged in this Complaint.

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CLASS ALLEGATIONS

12. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All individuals who have, or continue to, work for Defendants in California as non-exempt employees from July 19, 2019, to the present.

13. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants failed to correctly calculate putative class members' regular rates of pay;
- (2) Whether Defendants failed to pay putative class members for all hours worked;
- (3) Whether Defendants failed to pay putative class members all overtime wages;
- (4) Whether Defendants failed to authorize and permit all meal periods;
- (5) Whether Defendants failed to authorize and permit all rest periods;
- (6) Whether Defendants had a policy or practice to provide putative class members with a second lunch for shifts longer than 10 hours;

- 1 (7) Whether Defendants had a policy or practice to provide putative class members
2 with a third rest break for shifts longer than 10 hours;
- 3 (8) Whether Defendants required putative class members to use their personal
4 cellphones;
- 5 (9) Whether Defendants had a policy or practice to reimburse putative class members
6 for the use of their personal cellphones;
- 7 (10) Whether as a result of Defendants' policies and practices putative class members
8 received all wages, due and owing, at the time of their termination or separation;
9 and
- 10 (11) Whether Defendants provided Plaintiff's and putative class members with wage
11 statements that complied with Labor Code section 226.

12 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
13 class. The putative class also sustained damages arising out of Defendants' common
14 course of conduct in violation of the law as complained of herein. Plaintiff and all
15 members of the putative class were non-exempt employees who were not paid all regular
16 and overtime wages, did not receive all meal and rest periods owed, and were not
17 reimbursed for personal cellphone use. Additionally, Defendants issued Plaintiff and all
18 members of the putative class wage statements that did not comply with Labor Code
19 section 226. As a result, Plaintiff and each member of the putative class will have
20 suffered the same type of harm and seek the same type of recovery based on the same
21 legal theories.

22 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
23 putative class. For all relevant times, Plaintiff resided in California and worked for
24 Defendants in California. Moreover, Plaintiff is an adequate representative of the
25 putative class as Plaintiff has no interests that are adverse to those of putative class
26 members. Additionally, Plaintiff has retained counsel who has substantial experience in
27 complex civil litigation and wage and hour matters.
28

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

14. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully set forth herein.

16. Plaintiff and similarly situated employees worked for Defendants within the claim period as non-exempt employees. Plaintiff worked for Defendants from approximately January 2022 to April 2023. Plaintiff and similarly situated employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week.

17. Defendants paid Plaintiff and similarly situated employees an hourly rate in addition to shift differentials and a nondiscretionary Lab Bonus. However, Defendants failed to correctly incorporate the value of the non-discretionary bonus into Plaintiff's and similarly situated employees' regular rate of pay for premium pay purposes, including overtime, sick time, supplemental COVID paid sick time. Additionally, Defendants did not incorporate the value of shift differential into the regular rate of pay with regard to Plaintiff's and similarly situated employees' sick leave, meal and rest period premiums, and supplemental COVID paid sick time. This practice of Defendants to incorrectly calculate

1 Plaintiff's and similarly situated employees' regular rates of pay resulted in unpaid overtime, unpaid
2 sick time, and unpaid supplemental sick time for Plaintiff and similarly situated employees.

3 18. Defendants failed to pay Plaintiff and similarly situated employees for all regular and
4 overtime hours worked. Defendants required Plaintiff and similarly situated employees to complete
5 their work but prohibited overtime, which required Plaintiff and similarly situated employees to work
6 off-the-clock.

7 19. Defendants did not authorize and permit Plaintiff and similarly situated employees to take
8 all meal and rest periods owed to them. Defendants employed Plaintiff and similarly situated employees
9 for work for periods of more than five hours without providing them an off-duty meal period of at least
10 30 minutes. Defendants did not have a policy or practice to provide Plaintiff and similarly situated
11 employees with second meal periods when they worked shifts longer than ten (10) hours. Defendants
12 would alter time records to make it appear that there were not late or missed meal periods for Plaintiff
13 and similarly situated employees. Defendants employed Plaintiff and similarly situated employees for
14 periods of longer than three and one-half (3.5) hours without providing at least a 10-minute rest period.
15 Defendants did not have a policy or practice to provide Plaintiff and similarly situated employees with a
16 third rest period when they worked shifts longer than ten (10) hours. Defendants' management also
17 frowned upon breaks being taken, including bathroom breaks. Employees who took breaks were viewed
18 as not hard working. Defendants did not pay Plaintiff and similarly situated employees all missed meal
19 and rest period premiums they were owed.

20 20. Defendants required Plaintiff and similarly situated employees to use their personal
21 cellphones to track their hours worked. However, Defendants failed to pay any reimbursements to
22 Plaintiff and similarly situated employees for the use of their personal cellphones.

23 21. Defendants failed to provide Plaintiff and similarly situated employees with accurate
24 wage statements. The wage statements Defendants provided did not accurately itemize employees'
25 gross and net wages, meal period premiums, rest period premiums, paid sick time, supplemental paid
26 sick time, and all applicable hourly rates in effect during the pay period, total hours worked, and the
27 corresponding number of hours worked at each hourly rate.
28

22. At the time of Plaintiff's and similarly situated employees' termination or separation, Plaintiff and similarly situated employees had overtime, sick time, supplemental paid sick time, and meal and rest period premiums owing to them. As of the date of this letter, Defendants have not paid Plaintiff and similarly situated employees these wages they are owed.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(As to all Defendants)

23. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 22 as though fully set forth herein.

24. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 4, section (3)(A); Cal. Lab. Code §§ 510, 1194.

25. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

26. Plaintiff and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

27. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully set forth herein.

29. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

30. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants were aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

31. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully set forth herein.

33. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

34. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

35. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

36. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated

1 employees to take their first meal period before the completion of their fifth hour of work and failed
2 to allow Plaintiff and similarly situated employees to take their second meal period before the
3 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
4 rights to all meal periods throughout their employment.

5 37. Defendants further failed to pay Plaintiff and similarly situated employees the
6 applicable meal period premiums for any such missed meal breaks.

7 38. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
8 employees have been damaged as stated in the section below entitled "DAMAGES," which is
9 incorporated here to the extent pertinent as if set forth here in full.

10 **FOURTH CAUSE OF ACTION**
11 **REST PERIOD VIOLATIONS**
(As to all Defendants)

12 39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully
13 set forth herein.

14 40. An employer must provide an employee a rest period in accordance with the
15 applicable Wage Order and California Labor Code section 226.7.

16 41. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an
17 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
18 four (4) hours or a major fraction thereof.

19 42. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
20 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
21 they worked more than four (4) hours or a major fraction thereof.

22 43. Defendants further failed to pay Plaintiff and similarly situated employees the
23 applicable rest period premiums for any such missed rest periods.

24 44. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
25 employees have been damaged as stated in the section below entitled "DAMAGES," which is
26 incorporated here to the extent pertinent as if set forth here in full.

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FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

46. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular and overtime hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked due to Defendants' security check policy that resulted in off-the-clock work. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over

1 whether they received all wages owed and were prevented from effectively challenging information
2 on their wage statements.

3 48. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
4 employees have been damaged as stated in the section below entitled "DAMAGES," which is
5 incorporated here to the extent pertinent as if set forth here in full.

6 **SIXTH CAUSE OF ACTION**
7 **WAITING TIME PENALTIES**
8 **(As to all Defendants)**

9 49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully
10 set forth herein.

11 50. An employer must pay an employee who is terminated all unpaid wages immediately
12 upon termination. *See* Cal. Lab. Code § 201.

13 51. An employer must pay an employee who resigns all unpaid wages within seventy-two
14 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

15 52. Plaintiff and similarly situated employees did not receive all wages, including minimum
16 and overtime wages, meal and rest period premiums, or all sick leave pay or supplemental sick leave pay
17 owed at their termination or within the required time after their separation from employment.

18 53. An employer who willfully fails to pay an employee wages in accordance with California
19 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
20 days. *See* Cal. Lab. Code § 203.

21 54. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
22 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
23 and similarly situated employees did not receive all meal and rest periods, were not paid for all hours
24 worked, and were not paid at the correct regular rates of pay. Such conduct shows Defendants had
25 knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the
26 remaining wages owed.

27 55. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
28 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully set forth herein.

57. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

58. Defendants required Plaintiff and similarly situated employees to use their personal cellphones but failed to reimburse them for such use.

59. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

60. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 59 as though fully set forth herein.

61. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

62. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursement for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

63. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

64. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully set forth herein.

66. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with him and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code § 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code § 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the

violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Seventh Cause of Action:

a. An amount to be proven at trial;

b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

8. As to the Ninth Cause of Action:

a. For civil penalties as provided for in the Labor Code for each enumerated violation in an amount to be proven at trial;

b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and

d. For any other remedies as allowed by law and/or deemed appropriate by the Court.

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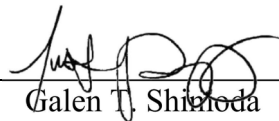
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- 1 9. For such other and further relief as this Court may deem just and proper,
2 including, but not limited to:
3 a. Wages as proved at trial;
4 b. Injunctive and Declaratory relief;
5 c. Attorney's fees and costs as provided for by law; and
6 d. Interest.

7
8 Dated: April 30, 2024

Shimoda & Rodriguez Law, PC

9
10 By: _____


Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

Mac Dula v. IDEXX Distribution, Inc.
Sacramento County Superior Court of California 23CV005044

**PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On May 14, 2024, I served the following documents on the party below:

• **FIRST AMENDED COMPLAINT FOR DAMAGES**

Alexandra M. Asterlin Kyle A. Wende Ogletree, Deakins, Nash, Smoak, & Stewart, P.C. 400 Capitol Mall, Suite 2800 Sacramento, CA 95825 Phone: (916) 840-3150 Facsimile: (916) 840-3151 Email: alexandra.asterlin@ogletree.com kyle.wende@ogletree.com noreen.witt@ogletree.com elaine.blizzard@ogletree.com	
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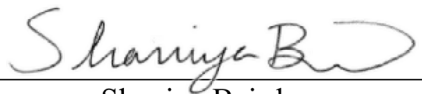
[] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah addressed as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:_____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on May 14, 2024, at Salt Lake City, Utah.


Shaniya Baird

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