

Justin Lo (SBN: 280102)

justin@caworklawyer.com

WORK LAWYERS PC

22939 Hawthorne Blvd., #202

Torrance, CA 90505

Tel: (424) 355-8535

Fax: (424) 355-8335

Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

SUMMONS ISSUED

Attorneys for Plaintiff Jabari Franklin, as representative of the State of California and the Labor
and Workforce Development Agency, and on behalf of himself and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA COUNTY**

JABARI FRANKLIN, on behalf of himself and
all other Aggrieved Employees,

Plaintiff,

v.

JOINN LABORATORIES, CA, INC., a
California Corporation; BIOMERE-JOINN
(CA), INC., a California Corporation; and
DOES 1- 50, Inclusive,

Defendant,

Case No. C23-02925

COMPLAINT

1. Civil Penalties under the Private Attorneys
General Act (PAGA)

1 Plaintiff, JABARI FRANKLIN, (“Plaintiff”), as a representative of the State of California
2 and the Labor and Workforce Development Agency (LWDA), and on behalf of himself and other
3 current or former Aggrieved Employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of himself and other Aggrieved Employees, to collect
7 civil penalties for Defendant’s Labor Code violations.

8 2. Defendants and employers, JOINN LABORATORIES, CA INC., and
9 BIOMERE-JOINN (CA), INC (“Defendants”), violated numerous wage and hour laws with
10 respect to Plaintiff and other Aggrieved Employees by failing to provide, for example: accurate
11 and itemized wages statements, payment for all hours worked (including regular wages and
12 overtime), failure to provide a minimum wage, lawful meal periods, lawful rest periods, timely
13 payment during employment, failure to reimburse for expenses incurred during the course and
14 scope of employment, and payment upon separation of employment.

15 **PARTIES**

16 **The Plaintiff**

17 3. Plaintiff is, and at all times herein mentioned was, a resident of California,
18 currently residing in Contra Costa County.

19 4. Aggrieved Employees are all former and/or current non-exempt employees
20 holding various positions and employed by Defendant within California during the relevant time
21 period who were subject to at least one or more Labor Code violations set forth in the PAGA
22 Notice dated August 29, 2023, and the Amended PAGA Notice filed on September 1, 2023 and
23 attached hereto as **Exhibit A** (“Aggrieved Employees”).

24 **The Defendants**

25 5. Defendant JOINN LABORATORIES, CA, INC, is a California corporation
26 which, at all relevant times mentioned herein, existing, doing business and employing individuals
27 in the County of Contra Costa, State of California. Plaintiff is informed and thereon alleges that
28

1 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
2 conditions.

3 6. Defendant BIOMERE-JOINN (CA), INC., is a California corporation which, at
4 all relevant times mentioned herein, existing, doing business and employing individuals in the
5 County of Contra Costa, State of California. Plaintiff is informed and thereon alleges that
6 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
7 conditions.

8 7. The true names and capacities, whether individual, corporate, associate, or
9 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
10 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
11 amend this Complaint to insert the true names and capacities of said Defendants when the same
12 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
13 the fictitiously named Defendants are responsible for the wrongful acts alleged herein and is
14 therefore liable to Plaintiff as alleged hereinafter.

15 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times
16 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
17 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
18 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
19 least in part within the course and scope of said agency, employment, conspiracy, joint
20 employment, alter ego status, and/or joint venture and with the permission and consent of each of
21 the other Defendants.

22 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
23 and each of them, including those Defendants named DOES 1-50, acted in concert with one
24 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
25 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
26 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
27 each of them, including those Defendants named as DOES 1-50, formed and executed a
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1 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
2 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
3 to and actually causing Plaintiff harm.

4 10. Whenever and wherever reference is made in this Complaint to any act or failure
5 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
6 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

7 **JURISDICTION AND VENUE**

8 11. Venue is proper in Contra Costa County, because Defendant maintains its
9 locations and transacts business in this county, the obligations and liability primarily arise in this
10 county, and work was primarily performed by Plaintiff and other Aggrieved Employees in this
11 county.

12 12. The California Superior Court has jurisdiction over this matter. The individual
13 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
14 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional
15 amount required for diversity removal. Further, there is no federal question at issue as the issues
16 herein are based solely on California statutes and law, including, but not limited to, the California
17 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
18 and California Rules of Court.

19 **GENERAL ALLEGATIONS**

20 13. Defendants are in the business of providing contract research and development
21 and biological research outsourcing services. Defendant employed Plaintiff and Aggrieved
22 Employees in California during the relevant PAGA period. Aggrieved Employees are all former
23 and/or current non-exempt employees holding various positions and employed by Defendant
24 within California during the relevant time period who were subject to at least one or more Labor
25 Code violations set forth in the PAGA Notice dated September 1, 2023, and attached hereto as
26 **Exhibit A**

1 14. Plaintiff was employed by Defendant as an Animal Care Tech from about 2019
2 until approximately August 25, 2023. Plaintiff's primary duties include preparation of primates
3 for drug experiments.

4 15. The position required Plaintiff to work more than 8 hours a day and/or 40 hours
5 per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not
6 paid for minimum wages and overtime for compensable work time spent under the control of
7 Defendant, including off-the-clock work, which was in excess of regularly scheduled, eight-hour
8 daily shifts.

9 16. Plaintiff and Aggrieved Employees were subject to not having all their
10 compensable work time recorded due to Defendant's lack of adequate staffing. Not all of Plaintiff
11 and Aggrieved Employees' compensable work time spent under the control of Defendant was
12 accounted for and compensated. Specifically, Plaintiff is informed and believes that Defendant
13 (1) adjusted clock in and clock out times to the disadvantage of Plaintiff and other Aggrieved
14 Employees by rounding up clock-in times when Plaintiff and Aggrieved Employees clocked-in
15 before the scheduled start of their respective shifts and rounded down clock-out times when
16 Plaintiff and Aggrieved Employees worked past the scheduled end time for their shifts, as well
17 as (2) requiring Plaintiff and Aggrieved Employees to continue working when ostensibly on
18 duty-free meal periods, or requiring them to return to work before the end of their thirty-minute
19 meal periods but prohibiting them from clocking back in until the legally required thirty-minute
20 mark.

21 17. Based on information and belief, Plaintiff believes he and Aggrieved Employees
22 were also not being reimbursed for all necessary expenses incurred in the performance of their
23 job duties. Specifically, Defendant required Plaintiff and Aggrieved Employees, regardless of
24 classification, to use their personal cellular telephones to communicate with colleagues and
25 supervisors in the course of performing their respective duties but failed to reimburse them for
26 use of the personal cellular devices nor the consumption of personal calling or home internet
27 data plans. Specifically, Plaintiff used their telephone to communicate with health care
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professionals, veterinarians, staff members and supervisors to update them on the clinical trials.

18. Defendant failed to authorize and permit all required meal and rest periods for Plaintiff and Aggrieved Employees because, upon information and belief, Defendant maintained unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendant regularly did not staff enough employees to provide sufficient coverage to maintain their business operations so Plaintiff and Aggrieved Employees could not both complete their assigned daily duties and take complete, timely and uninterrupted meal and rest breaks. Defendant prioritized completion of daily duties and customer satisfaction ahead of meal and rest period compliance. Defendant failed to provide Plaintiff and Aggrieved Employees with an additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor Code section 226.7.

19. As a result of the violations described above, Plaintiff and Aggrieved Employees experienced collateral or derivative violations. Specifically, Defendant failed to provide Plaintiff and Aggrieved Employees accurate itemized wage statements in writing in compliance with Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for all wages owed at the time employment with Defendant had ended.

20. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

21. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

1 22. Defendant's conduct during the PAGA period with respect to Plaintiff and
2 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

3 23. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and
4 hour violations under the California Labor Code and IWC Wage Orders.

5 24. At all relevant times herein, Defendant employed Plaintiff and Aggrieved
6 Employees who were subject to the employment policies described herein, in whole or in part,
7 and therefore suffered at least one or more of the violations set forth herein.

8 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
9 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages
10 for all hours worked, including the applicable minimum, regular, and overtime wages, and that
11 they were not receiving all wages earned for work that was required to be performed. In violation
12 of the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and Aggrieved
13 Employees for all hours worked. Accordingly, Defendant failed to pay Plaintiff and Aggrieved
14 Employees all earned minimum, regular, and/or overtime compensation.
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16 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
17 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
18 required meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
19 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal
20 period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice,
21 and policy of not providing timely meal periods. Defendant failed to pay an additional hour of
22 pay to Plaintiff and Aggrieved Employees for late meal periods. As a result of Defendant's
23 unlawful policy and practice, Plaintiff and aggrieved employees did not receive all meal periods
24 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular
25 rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

26 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
27 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
28 required rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved

1 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest
2 period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice,
3 and policy of not providing timely rest periods. Defendant failed to pay an additional hour of
4 pay to Plaintiff and Aggrieved Employees for each rest periods were not provided or was
5 interrupted. As a result of Defendant's unlawful policy and practice, Plaintiff and Aggrieved
6 Employees did not receive all required rest periods or payment of one (1) additional hour of pay
7 at Plaintiff's and Aggrieved Employees' regular rate of pay when they did not receive a timely,
8 uninterrupted 10 minute off-duty rest period.

9 28. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
10 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
11 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
12 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
13 time periods, upon separation of employment.

14 29. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
15 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
16 wage statements that accurately showed their actual hours worked, total hours worked, number
17 of hours worked at each hourly rate, gross and net wages earned, and correct employer
18 information in accordance with California law. As a result of the wage violations specified
19 above, and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided
20 with accurate itemized wage statements that accurately reported their gross and net wages
21 earned, total hours worked, each applicable rate of pay in effect during the pay period with the
22 corresponding number of hours worked, and the address of the legal entity that is the employer,
23 among other things.

24 30. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
25 should have known that Defendant was required to maintain accurate records of the hours
26 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendant failed
27 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
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1 off-the-clock and/or unfair rounding practices, among other things.

2 **FIRST CAUSE OF ACTION**

3 **(Civil Penalties Under the Private Attorneys General Act,**
4 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

5 31. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 Complaint as if fully alleged herein.

7 32. By this complaint, Plaintiff brings this case as a representative action seeking
8 penalties for himself, the Aggrieved Employees, and the State of California in a representative
9 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an Aggrieved
10 Employee who was employed by Defendant and subject to at least one of the Labor Code
11 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
12 their notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
13 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and
14 2802.

15 33. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
16 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
17 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
18 not to investigate, or after 65 days have passed without notice from the LWDA.

19 34. Prior to filing this complaint, on September 1, 2023, Plaintiff gave written notice
20 of the specific provisions alleged to have been violated, including the facts and theories to
21 support the alleged violations, as required by Labor Code section 2699.3 to Defendants Joinn
22 Laboratories Inc and Biomere Joinn (CA) Inc. The written notice was given via certified mail to
23 Defendant, and the LWDA by electronically filing the notice via the Department of Industrial
24 Relations website. Plaintiff was given an LWDA case number of LWDA-CM-978407-23. True
25 and correct copies of Plaintiff's notices to the LWDA and Defendant are attached hereto as
26 **Exhibit A.**

27 35. The LWDA has not provided Plaintiff with any notice that it intends to investigate
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1 the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since
2 the postmark date on the latter notice.

3 36. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
4 of this code that provides for a civil penalty to be assessed and collected by the Labor and
5 Workforce Development Agency...for a violation of this code, may, as an alternative, be
6 recovered through a civil action brought by an Aggrieved Employee on behalf of himself or
7 herself and other current or former employees pursuant to the procedures specified in Section
8 2699.3."

9 37. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil
10 penalties for Defendant's Labor Code violations.

11 **First Violation**

12 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

13 38. Under California Labor Code §512(a), "An employer may not employ an
14 employee for a work period of more than five hours per day without providing the employee
15 with a meal period of not less than 30 minutes, except that if the total work period per day of the
16 employee is no more than six hours, the meal period may be waived by mutual consent of both
17 the employer and employee."

18 39. Defendant violated Labor Code § 512 by failing to provide Plaintiff and
19 Aggrieved Employees who worked shifts of greater than five hours, uninterrupted and/or timely
20 meal periods within the first five hours of the shifts worked. Defendant failed to pay Plaintiff
21 one hour's pay at Plaintiff's regular rate of pay for each day Defendant failed to provide a meal
22 period in compliance with section 512.

23 **Second Violation**

24 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

25 40. Under California Labor Code §226.7(b), "An employer shall not require an
26 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
27 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission"
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41. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

42. Defendant failed to authorize and permit Plaintiff and Aggrieved Employees to take rest periods and mandated by the Wage Order.

43. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

44. Defendant failed to pay Plaintiff and Aggrieved Employees who were not provided rest periods one hour of pay at their regular rate of pay.

Third Violation

**(Failure to Provide Complete and Accurate Wage Statements,
in Violation of Labor Code Section 226)**

45. Under California Labor Code §226(a), an employer is legally obligated to provide its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement in writing...”

46. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Fourth Violation

(Failure to Pay Overtime Wages)

47. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an employer is required to compensate employees for all overtime, which is calculated at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday

1 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
2 any workweek.

3 48. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
4 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
5 Labor Code § 2699.

6 **Fifth Violation**

7 **(Failure to Pay Minimum Wages)**

8 49. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders,
9 payment to an employee of less than the applicable minimum wage for all hours worked in a
10 payroll period is unlawful.

11 50. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
12 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
13 Labor Code § 2699.

14 **Sixth Violation**

15 **(Failure to Timely Pay Wages During Employment)**

16 51. Pursuant to California Labor Code § 204, for all labor performed between the 1st
17 and 15th days of any calendar month, an employer is required to pay its employees between the
18 16th and 26th day of the month during which the labor was performed. California Labor Code §
19 204 also provides that for all labor performed between the 16th and 26th days of any calendar
20 month, Defendant was required to pay their employees between the 1st and 15th day of the
21 following calendar month. In addition, California Labor Code § 204 provides that all wages
22 earned for labor in excess of the normal work period shall be paid no later than the payday of the
23 next regular payroll period.

24 52. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
25 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
26 Labor Code § 2699.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for the following relief:

- 3 1. For penalties in an amount according to proof;
- 4 2. For reasonable attorney's fees and costs pursuant to PAGA; and
- 5 3. For such other and further relief as this Court may deem just and proper.
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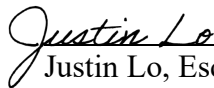
7 Respectfully Submitted,

8 Dated: November 16, 2023

WORK LAWYERS PC

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Justin Lo, Esq.

12 Attorney for Plaintiff JABARI FRANKLIN and

13 Aggrieved Employees

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EXHIBIT A



NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Labor Code § 2699.3)

DATE August 29, 2023

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California Workforce Development Agency
PAGAfilings@dir.ca.gov

SUBJECT: *Jabari N. Franklin v. Joynn Laboratories CA, Inc.; ET AL* — NOTICE OF LABOR CODE VIOLATIONS UNDER CAL. LABOR CODE §2699.3

Dear Representative:

The office represents Jabari N. Franklin (“Mr. Franklin”) with respect to his claims against Joynn Laboratories CA, Inc., for violations of the California Labor Code and IWC Wage Orders. This letter is being sent simultaneously to Employers by certified mail. The above-named Employers are joint employers as they engaged Mr. Franklin and Aggrieved Employees as there was sufficient control over wages, working conditions, whether directly or indirectly. Employers are a corporation doing business in the State of California. Employer employed Mr. Franklin from approximately 2019 to approximately August 25, 2023, as a non-exempt/hourly employee. During his employment with Employers, Mr. Franklin was employed as an “Animal Care Tech 3” at Employers’ business located at 2600 Hilltop Dr. A150 Richmond, CA 94806. Employer is a multinational enterprise that provides clinical safety assessments, clinical trials and evaluation of medical devices, pesticide and veterinary medicine.

Mr. Franklin intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Mr. Franklin is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of any of the Employers (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employers violated several of California’s wage and hour laws during Mr. Franklin employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Order”) including



inter alia, IWC Wage Order No. 5. The claims made on behalf of Mr. Franklin and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION.

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Mr. Franklin and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Mr. Frank and Aggrieved Employees also did not receive the correct rate of premium pay due to a “salary” entry on their wage statements that was not included in the calculation of their regular rate of pay. This incorrect regular rate of pay resulted in incorrect premiums being paid and deficient wage statements.

First, Employers regularly required Mr. Franklin and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Franklin and Aggrieved Employees to: (1) respond to Employers and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Mr. Franklin and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Franklin and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

Employers also failed to accurately record the actual time worked by Mr. Franklin and Aggrieved Employees since their hours were imputed by their supervisor not by them using any equipment to track their own hours. In addition to requiring Mr. Franklin and Aggrieved Employees to perform work off-the-clock without compensation, Employers also failed to accurately record the actual time worked by Mr. Franklin and Aggrieved Employees, which resulted in a failure to pay Mr. Franklin and Aggrieved Employees for all hours worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employers failed to pay overtime to Mr. Franklin and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration. Mr. Franklin and Aggrieved Employees also receive non-discretionary bonus pay that was not factored into Aggrieved Employees regular rate of pay.

As a result of the foregoing practices, Employers have failed to pay Mr. Franklin and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight



time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employers failed to provide Mr. Franklin and Aggrieved Employees with legally compliant 30-minute meal periods. Employers required Mr. Franklin and Aggrieved Employees to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Franklin and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Mr. Franklin and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Franklin and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Franklin and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Mr. Franklin and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Mr. Franklin and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Mr. Franklin and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Mr. Franklin and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to in-person verbal interruptions; and (7) Employers' policy and culture prevented Mr. Franklin and other Aggrieved Employees from taking timely, uninterrupted, and duty-free



meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Franklin and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), 512(a) and 1198.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS.

Employers failed to authorize and permit Mr. Franklin and Aggrieved Employees take legally compliant 10-minute periods. Employers required Mr. Franklin and Aggrieved Employees to work through rest periods. Mr. Franklin and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Franklin and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Franklin and Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Franklin and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Mr. Franklin and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Mr. Franklin and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Mr. Franklin and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Mr. Franklin and other Aggrieved Employees to remain on-call and respond to work-



related requests at all times, including during rest periods, which included responding to in person verbal interruptions; and (7) Employers' policy and culture prevented Mr. Franklin and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Mr. Franklin and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods, which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), and 1198.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT.

As to each pay period, Employers have failed to timely pay all wages earned because Mr. Franklin and Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUTTING EMPLOYEES.

As to each pay period, Employers have failed to timely pay all wages earned because Mr. Franklin and Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 201(a), 202(a) and 203(a).

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS.

As a result of the practices described above, the wage statements provided to Mr. Franklin and Aggrieved Employees never included the actual hours worked, the name and address of the legal



employing entity, and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS.

Employers have failed to maintain accurate records relating to Mr. Franklin and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d). As a result of Employers illegal and detrimental time rounding policy, Mr. Franklin and Aggrieved Employees compensable work time was improperly recorded depriving them of all their earned compensable work time.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of her or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 5 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Franklin and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the use of Mr. Franklin and Aggrieved Employees of their personal cell phone to send and receive messages to the veterinary, email correspondence and calls with supervisors to understand their duties and the scope of work.

Accordingly, Employers violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; and attorneys' fees and costs.

9. FAILURE TO PAY VACATION TIME.

Pursuant to California Labor Code section 227.3, “. . .whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having



taken off her vested vacation time, all vested vacation shall be paid to him as wages at her final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.” During the relevant time period, Employers failed to pay Mr. Franklin and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employers have violated California Labor Code section 227.3.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; and attorneys’ fees and costs.

Sincerely,

Justin Lo
JUSTIN LO ESQ.

Notice provided to Employers via Certified Mail

Joinn Laboratories CA, Inc
Human Resources/ Legal Department
2600 Hilltop Dr. A150
Richmond, CA 94806

Dezhan Li
Agent for Service of Process for
Joinn Laboratories, CA Inc.,
84 W Santa Clara St. Ste 560
San Jose, CA 95113



AMENDED NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Labor Code § 2699.3)

DATE September 1, 2023

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California Workforce Development Agency
PAGAfilings@dir.ca.gov

SUBJECT: Jabari N. Franklin v. Joinn Laboratories Inc and Biomere Joinn (CA) Inc.; ET AL —
NOTICE OF LABOR CODE VIOLATIONS UNDER CAL. LABOR CODE §2699.3

Dear Representative:

The office represents Jabari N. Franklin (“Mr. Franklin”) with respect to his claims against Joinn Laboratories CA, Inc., and Biomere-Joinn (CA) Inc., for violations of the California Labor Code and IWC Wage Orders. This letter is being sent simultaneously to Employers by certified mail. The above-named Employers are joint employers as they engaged Mr. Franklin and Aggrieved Employees as there was sufficient control over wages, working conditions, whether directly or indirectly. Employers are a corporation doing business in the State of California. Employer employed Mr. Franklin from approximately 2019 to approximately August 25, 2023, as a non-exempt/hourly employee. During his employment with Employers, Mr. Franklin was employed as an “Animal Care Tech 3” at Employers’ business located at 2600 Hilltop Dr. A150 Richmond, CA 94806. Employer is a multinational enterprise that provides clinical safety assessments, clinical trials and evaluation of medical devices, pesticide and veterinary medicine.

Mr. Franklin intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Mr. Franklin is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of any of the Employers (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employers violated several of California’s wage and hour laws during Mr. Franklin employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Order”) including



inter alia, IWC Wage Order No. 5. The claims made on behalf of Mr. Franklin and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION.

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Mr. Franklin and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Mr. Franklin and Aggrieved Employees also did not receive the correct rate of premium pay due to non-discretionary “salary” on their wage statements that was not included in the calculation of their regular rate of pay. This incorrect regular rate of pay resulted in incorrect premiums being paid and deficient wage statements.

Employers also forced Mr. Franklin and some Aggrieved Employees in the vivarium area to clock in and out for their meal periods and continue working to create the appearance of compliance. Mr. Franklin and some Aggrieved Employees were understaffed and experienced non-compliant wage and hour practices because they had to manage the testing of both their small animals and large animal “monkey/primate” team.

First, Employers regularly required Mr. Franklin and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Franklin and Aggrieved Employees to: (1) respond to Employers and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Mr. Franklin and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Franklin and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

Employers also failed to accurately record the actual time worked by Mr. Franklin and Aggrieved Employees since their hours were imputed by their supervisor not by them using any equipment to track their own hours. In addition to requiring Mr. Franklin and Aggrieved Employees to perform work off-the-clock without compensation, Employers also failed to accurately record the actual time worked by Mr. Franklin and Aggrieved Employees, which resulted in a failure to pay Mr. Franklin and Aggrieved Employees for all hours worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employers failed to pay overtime to Mr. Franklin and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to



include all applicable remuneration. Mr. Franklin and Aggrieved Employees also receive non-discretionary bonus pay that was not factored into Aggrieved Employees regular rate of pay.

As a result of the foregoing practices, Employers have failed to pay Mr. Franklin and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employers failed to provide Mr. Franklin and Aggrieved Employees with legally compliant 30-minute meal periods. Employers required Mr. Franklin and Aggrieved Employees to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Franklin and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Mr. Franklin and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Franklin and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Franklin and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Mr. Franklin and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Mr. Franklin and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Mr. Franklin and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Mr. Franklin and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included



responding to in-person verbal interruptions; and (7) Employers' policy and culture prevented Mr. Franklin and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Franklin and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), 512(a) and 1198.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS.

Employers failed to authorize and permit Mr. Franklin and Aggrieved Employees take legally compliant 10-minute periods. Employers required Mr. Franklin and Aggrieved Employees to work through rest periods. Mr. Franklin and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Franklin and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Franklin and Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Franklin and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Mr. Franklin and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Mr. Franklin and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Mr. Franklin and other



Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Mr. Franklin and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in person verbal interruptions; and (7) Employers' policy and culture prevented Mr. Franklin and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Mr. Franklin and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods, which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), and 1198.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT.

As to each pay period, Employers have failed to timely pay all wages earned because Mr. Franklin and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES.

As to each pay period, Employers have failed to timely pay all wages earned because Mr. Franklin and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 201(a), 202(a) and 203(a).

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.



6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS.

As a result of the practices described above, the wage statements provided to Mr. Franklin and Aggrieved Employees never included the actual hours worked, the name and address of the legal employing entity, and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS.

Employers have failed to maintain accurate records relating to Mr. Franklin and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d). As a result of Employers illegal and detrimental time rounding policy, Mr. Franklin and Aggrieved Employees compensable work time was improperly recorded depriving them of all their earned compensable work time.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of her or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 5 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Franklin and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the use of Mr. Franklin and Aggrieved Employees of their personal cell phone to send and receive messages to the veterinary, email correspondence and calls with supervisors to understand their duties and the scope of work.

Accordingly, Employers violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; and attorneys' fees and costs.



9. FAILURE TO PAY VACATION TIME.

Pursuant to California Labor Code section 227.3, “. . .whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to him as wages at her final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.” During the relevant time period, Employers failed to pay Mr. Franklin and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employers have violated California Labor Code section 227.3.

Mr. Franklin and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; and attorneys’ fees and costs.

Sincerely,

JUSTIN LO ESQ.

Notice provided to Employers via Certified Mail

Joinn Laboratories CA, Inc
Human Resources/ Legal Department
2600 Hilltop Dr. A150
Richmond, CA 94806

Dezhan Li
Agent for Service of Process for
Joinn Laboratories, CA Inc.,
84 W Santa Clara St. Ste 560
San Jose, CA 95113

Biomere - Joinn (CA), Inc.
Human Resources/ Legal Department
2600 Hilltop Dr. A150
Richmond, CA 94806

1505 Corporation/CT Corporation System
Amanda Garcia
Agent for Service of Process for
Biomere - Joinn (CA), Inc.
330 N Brand Blvd
Glendale, CA 9120