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KENNETH SUANICO

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

Case No: 37-2024-00000993-CU-OE-CTL
Related: 37-2024-00010689-CU-OE-CTL

KENNETH SUANICO, an individual, on
behalf of himself and all others similarly
situated,

Plaintiffs,

v.

BIOLEGEND CNS INC., a California Stock
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

FIRST AMENDED COMPLAINT FOR:

- (1) OVERTIME VIOLATIONS
(LABOR CODE §§ 501, 1198);**
- (2) FAILURE TO PAY MINIMUM
WAGES (LABOR CODE §§ 1194,
1197, 1197.1);**
- (3) REST PERIOD VIOLATIONS
(LABOR CODE § 226.7);**
- (4) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512(a));**
- (5) FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS (LABOR CODE §
226(a));**
- (6) FAILURE TO PAY WAGES
OWED AT TIME OF
SEPARATION (LABOR CODE §§
201-203);**
- (7) UNFAIR COMPETITION
(BUSINESS AND PROFESSIONS
CODE § 17200 ET SEQ.); and**
- (8) PRIVATE ATTORNEY GENERAL
ACT, LABOR CODE § 2698 ET
SEQ**

DEMAND FOR JURY TRIAL

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Attorneys for Plaintiff LYNA HENDERSON,
on behalf of herself and others similarly situated

1 Plaintiff Kenneth Suanico (“Plaintiff Suanico” or “Mr. Suanico”) and Plaintiff Lyna
2 Henderson (“Plaintiff Henderson”) (collectively, “Plaintiffs”), as individuals, and on behalf of those
3 similarly aggrieved allege as follows:

4 **THE PARTIES, JURISDICTION AND VENUE**

5 1. Plaintiffs are individuals who, at all times relevant to this action, resided in the County
6 of San Diego, State of California.

7 2. Plaintiffs are informed, believe and thereupon allege that Defendant BioLegend CNS
8 Inc. (“Defendant” or “Defendant BioLegend”) is a California corporation doing substantial business
9 in County of San Diego, State of California, and was Plaintiffs’ employer at all times relevant herein.

10 3. Plaintiffs are ignorant of the true names and capacities, whether individual, corporate,
11 associate or otherwise, of the Defendants sued herein under fictitious names Does 1 through 50,
12 inclusive, and for that reason sues said defendants, and each of them, by such fictitious names.
13 Plaintiffs are informed, believe, and thereupon allege that each of the Does 1 through 50, inclusive,
14 is and/or was in some manner responsible for, participated in, or contributed to the matters and
15 things of which Plaintiffs complain herein, and in some fashion, has legal responsibility therefor.
16 When Plaintiffs ascertain the names and capacities of the fictitiously named defendants Does 1
17 through 50, inclusive, Plaintiffs will seek leave to amend this Complaint to set forth such
18 facts. Defendant BioLegend Inc. and Does 1 through 50 will be collectively referred to as
19 “Defendants.”

20 4. Defendants were at all times herein mentioned, (a) conducting business in the County
21 of San Diego, State of California; and (b) the employer of Plaintiff consistent with California Labor
22 Code and Industrial Welfare Commission Wage Orders.

23 5. The acts alleged herein arose in San Diego County, within the State of California.

24 6. Plaintiffs are informed, believes, and thereupon alleges that each Defendant is, and at
25 all times relevant herein was, the agent of his, her or, its co-defendants, and in committing the acts
26 alleged herein, was acting within the scope of his, her, or its authority as such agent, and with the
27 knowledge, permission and consent of his, her or, its co-defendants.

28 ///

1 **GENERAL ALLEGATIONS**

2 7. By this reference, Plaintiffs allege and incorporates herein each and every allegation
3 set forth in previous paragraphs of the Complaint.

4 8. Plaintiff Suanico was employed by Defendants from approximately January 2022
5 through approximately January 6, 2023, as a non-exempt employee at Defendant BioLegend in San
6 Diego, California. Plaintiff Suanico's responsibilities as a Research Associate included, in part,
7 performing experiments, analyzing and reporting results, troubleshooting, and maintaining
8 documentation. The position was non-exempt; Plaintiff Suanico earned \$30 per hour.

9 9. Plaintiff Henderson was employed by Defendants from approximately July 18, 2028,
10 through March 8, 2023, as a non-exempt Lab Technician at Defendant BioLegend in San Diego,
11 California.

12 10. Throughout the entirety of Plaintiffs' employment, they and their similarly aggrieved
13 current and former non-exempt employees ("Aggrieved Employees") were subjected to and suffered
14 from an illegal clock in and clock out practice. Defendant had a pattern and practice of stealing time
15 and wages from Plaintiffs and Aggrieved Employees. Defendant, through the BioLegend
16 supervisors and/or its Human Resources Department, manually altered punch data for hourly
17 employees to reflect less time worked, decreasing Plaintiffs' and Aggrieved Employees' work time
18 from over 8 hours in one day to exactly 8 hours or just under. Secondly, Defendant instructed
19 Plaintiffs and Aggrieved Employees to take a lunch break at the completion of their fifth hour of
20 work. However, Plaintiffs and Aggrieved Employees were specifically instructed that if they were
21 in the middle of an experiment at the completion of their fifth hour, they were to clock out for lunch,
22 finish the experiment, and only then go on break.

23 11. At times, Plaintiffs and Aggrieved Employees worked more than eight hours in a day
24 and/or more than forty hours in a week.

25 12. Plaintiffs and Aggrieved Employees were also required to regularly work more than
26 five hours without being provided a meal period and to work more than ten hours without being
27 provided with a second meal period in accordance with the above-described illegal punch practice.
28 Further, Defendants forced Plaintiffs and Aggrieved Employees to take their lunch after six hours

1 of working, in accordance with the above-described illegal punch practice.

2 13. Plaintiffs and Aggrieved Employees never waived their rights to a meal period when
3 they worked six or more hours.

4 14. Plaintiffs and Aggrieved Employees never received payment of one additional hour
5 of pay at their regular rate of pay when a meal period was missed interrupted, or provided past the
6 fifth hour of work.

7 15. Because of Defendants' policies and practices, Plaintiffs were not always able to take
8 an uninterrupted ten-minute rest break.

9 16. Plaintiffs and Aggrieved Employees never received payment of one additional hour
10 of pay at their regular rate of pay when a rest break was missed or interrupted.

11 17. Plaintiffs and Aggrieved Employees did not receive payment of all wages, including
12 overtime and minimum wages and meal and rest period premiums, within any time permissible
13 under California Labor Code section 204.

14 18. Plaintiffs and Aggrieved Employees were entitled to receive complete and accurate
15 wage statements in accordance with California law, but, in fact, they did not receive complete and
16 accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to
17 include the total number of hours worked by Plaintiffs and Aggrieved Employees, the total amount
18 of overtime worked by Plaintiffs and Aggrieved Employees, the total compensation owed to
19 Plaintiff and Aggrieved Employees, and the failure to include premium pay for missed and/or
20 interrupted rest and meal breaks.

21 19. Plaintiffs and Aggrieved Employees never received the missing wages earned upon
22 termination of his employment.

23 20. On or about August 17, 2023, Plaintiff Suanico notified Defendants BioLegend CNS
24 Inc. via certified mail and filed an online PAGA claim notice with the California Labor and
25 Workforce Development Agency ("LWDA") identifying Defendants' violations of the California
26 Labor Code identified in this Complaint and Plaintiff Suanico's intent to bring a claim for civil
27 penalties under California Labor Code section 2698, et seq.

28 21. Plaintiff Henderson has exhausted her administrative remedies by sending a certified

1 letter to the LWDA and Defendants postmarked on March 6, 2024, addressing in detail the specific
2 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
3 to support the alleged violations and requested penalties.

4 **FIRST CAUSE OF ACTION**

5 **(Failure to Pay Overtime Wages Against All Defendants)**

6 22. Plaintiffs allege and incorporate herein by this reference each and every allegation set
7 forth in all previous paragraphs of the Complaint.

8 23. California Labor Code § 1198 bars an employer from employing an individual under
9 conditions prohibited by the applicable Wage Order. California Labor Code § 1198 requires that
10 “the standard conditions of labor fixed by the commission shall be the...standard conditions of labor
11 for employees. The employment of any employee...under conditions of labor prohibited by the
12 order is unlawful.”

13 24. California Labor Code § 1198 and the applicable Industrial Welfare Commission
14 (“IWC”) Wage Order provide that it is unlawful to employ persons without providing overtime
15 pay. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay
16 Plaintiff at a rate of time-and-one-half when Plaintiff worked more than eight hours in a day, more
17 than 40 hours in a workweek, and up to eight hours on the seventh consecutive day of work in one
18 week. The applicable IWC Wage Order further provides that Defendants were required to pay
19 Plaintiff at a rate of two-times Plaintiff’s regular rate of pay when Plaintiff worked more than 12
20 hours in a day or more than eight hours on the seventh consecutive day of work in one week.

21 25. California Labor Code § 510 codifies an employee’s right to overtime compensation
22 at one-and one-half times the regular hourly rate for hours worked in excess of eight hours in a day,
23 40 hours in a week, and for the first eight hours worked on the seventh consecutive day of work in
24 a week, as well as overtime compensation at twice the regular hourly rate for hours worked in excess
25 of 12 hours in a day or in excess of eight hours on the seventh consecutive day of work in a week.

26 26. During the relevant time period, Plaintiffs worked in excess of eight hours in a day,
27 in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Due to Defendants’ practice
28 of manually reducing hours worked, Plaintiffs did not receive payment for overtime hours worked.

27. Defendants' failure to pay Plaintiffs overtime compensation violated the provisions of California Labor Code §§ 510 and 1198.

28. Pursuant to California Labor Code § 1194, Plaintiffs are entitled to recover Plaintiffs' unpaid overtime compensation, as well as interest, costs, and attorneys' fees, all in an amount according to proof.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages Against All Defendants)

29. Plaintiffs allege and incorporate herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint as if fully set forth herein.

30. At all relevant times, California Labor Code §§ 1194, 1197, and 1197.1 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

31. As set forth above, Defendants Plaintiffs did not receive compensation for all time worked. Defendants' failure to pay Plaintiffs the minimum wage violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiffs are entitled to recover the unpaid balance of Plaintiffs' minimum wage compensation as well as interest, costs, and attorneys' fees.

32. Pursuant to California Labor Code § 1194.2, Plaintiffs are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon, all in an amount according to proof.

THIRD CAUSE OF ACTION

(Failure to Provide Rest Periods Against All Defendants)

33. Plaintiffs allege and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint.

34. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiffs' employment by Defendants.

35. California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

1 36. The applicable IWC Wage Order provides that “[e]very employer shall authorize and
2 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
3 work period” and that the “rest period time shall be based on the total hours worked daily at the rate
4 of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the “total daily
5 work time is less than three and one-half (3 1/2) hours.”

6 37. During the relevant time period, Defendants required Plaintiffs to work four or more
7 hours without authorizing or permitting an uninterrupted ten-minute rest period per each four-hour
8 period worked.

9 38. Defendants failed to pay Plaintiffs the full rest period premium due pursuant to
10 California Labor Code § 226.7.

11 39. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
12 Code § 226.7.

13 40. Pursuant to the applicable Plaintiffs’ employment by Defendants.

14 41. California Labor Code § 226.7 provides that no employer shall require an employee
15 to work during any meal period mandated by the applicable IWC Wage Order.

16 42. California Labor Code § 512(a) provides that an employer may not require, cause, or
17 permit an employee to work for a period of more than five hours per day without providing the
18 employee with a meal period of not less than 30 minutes, except that if the total work period per
19 day of the employee is not more than six hours, the meal period may be waived by mutual consent
20 of both the employer and the employee.

21 43. During the relevant time period, Defendants willfully required Plaintiff to work during
22 meal periods and failed to compensate Plaintiffs for work performed during meal periods. Moreover,
23 Defendants did not schedule or take any action to relieve Plaintiffs of Plaintiffs’ duties for a second
24 meal period when Plaintiffs worked shifts of 10 hours or more. At the same time, Defendants had a
25 practice and/or policy of not paying all premiums due for meal break violations. As a result,
26 Defendants failed to pay Plaintiffs all meal period premiums due pursuant to California Labor Code
27 § 226.7.

28 44. Defendants’ conduct violates the applicable IWC Wage Order and California Labor

Code §§ 226.7 and 512(a).

45. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at Plaintiffs' regular hourly rate of compensation for each workday that the meal period was not provided, all in an amount according to proof.

FIFTH CAUSE OF ACTION

(Failure to Provide Accurate Itemized Wage Statements Against All Defendants)

46. Plaintiffs allege and incorporate herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint.

47. California Labor Code § 226(a) requires employers, including Defendants, to furnish employees with accurate itemized wage statements. The wage statements must include accurate accounting of, among other things, the employee's regular rate of pay, rate of overtime pay, hours worked at each rate of pay, total gross wages earned, and total net wages earned.

48. Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff with accurate and complete wage statements regarding, among other things, hours worked at each rate of pay, total gross wages earned, and total net wages earned, all in violation of Labor Code § 226.

49. Defendants' failure to furnish Plaintiffs with complete and accurate itemized wage statements resulted in actual injury, as said failures lead to, among other things, the non-payment of all Plaintiffs' wages. Defendants deprived Plaintiffs of the information necessary to identify the discrepancies in Defendants' reported data, and to know, understand, and question the rate of pay and hours Defendants used to calculate Plaintiffs' wages.

50. Defendants' violation entitles Plaintiffs to all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code §§ 226 and 226.3, all in an amount according to proof.

SIXTH CAUSE OF ACTION

(Failure to Pay Timely Wages Upon Separation Against All Defendants)

51. Plaintiffs allege and incorporate herein by this reference each and every allegation set

1 forth in all previous paragraphs of the Complaint.

2 52. At all times herein set forth, California Labor Code sections 201 and 202 provide that
3 if an employer discharges an employee, the wages earned and unpaid at the time of discharge are
4 due and payable immediately, and that if an employee voluntarily leaves his or her employment, his
5 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
6 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
7 entitled to his or her wages at the time of quitting.

8 53. During the relevant time period, Defendants willfully failed to pay Plaintiffs earned
9 and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages,
10 and meal and rest period premium wages, either at the time of discharge, or within 72 hours of their
11 leaving Defendants' employ.

12 54. Defendants' failure to pay Plaintiffs Plaintiffs' wages earned and unpaid at the time
13 of discharge, or within 72 hours of their leaving Defendants' employ, is in violation of California
14 Labor Code sections 201 and 202.

15 55. California Labor Code section 203 provides that if an employer willfully fails to pay
16 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
17 continue as a penalty from the due date, and at the same rate until paid or until an action is
18 commenced; but the wages shall not continue for more than 30 days.

19 56. Plaintiffs are entitled to recover from Defendants the statutory penalty wages for each
20 day they were not paid, at their regular hourly rate of pay, up to a 30-day maximum pursuant to
21 California Labor Code section 203.

22 **SEVENTH CAUSE OF ACTION**

23 **(Unfair Competition Against All Defendants)**

24 57. Plaintiffs allege and incorporates herein by this reference each and every allegation
25 set forth in all previous paragraphs of the Complaint.

26 58. California Business & Professions Code § 17200 *et seq.*, prohibits acts of unfair
27 competition, which includes any "unlawful, unfair or fraudulent business act or practice..."

28 59. Defendants have engaged and continue to engage in unfair and/or unlawful business

1 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
2 engaging in the conduct alleged herein, including, but not limited to: (1) failing to pay Plaintiff all
3 overtime and minimum wages owed; (2) failing to pay Plaintiffs an additional hour of premium pay
4 for meal period violations; (3) failing to pay Plaintiffs an additional hour of premium pay for rest
5 period violations; (4) willfully failing to timely pay Plaintiffs all wages during and at the end of
6 employment; and (5) knowingly failing to furnish Plaintiffs with accurate and complete wage
7 statements.

8 60. Defendants' utilization of these unfair and/or unlawful business practices deprived
9 Plaintiffs of compensation to which Plaintiffs were legally entitled, constitutes unfair and/or
10 unlawful competition, and provides an unfair advantage over Defendants' competitors who have
11 been and/or are currently employing workers and attempting to do so in honest compliance with
12 applicable wage and hour laws.

13 61. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged
14 herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore any
15 and all monies withheld, acquired and/or converted by the Defendants pursuant to Business &
16 Professions Code §§ 17203, 17208.

17 62. The acts complained of herein occurred within the last four years immediately
18 preceding the filing of the Complaint in this action.

19 63. Plaintiffs retained the services of counsel to file this court action to protect Plaintiff's
20 interests, to obtain restitution, and to enforce important rights affecting the public interest. Plaintiff
21 thereby incurred the financial burden of attorneys' fees and costs, which Plaintiff is entitled to
22 recover under the Code of Civil Procedure § 1021.5.

23 **EIGHTH CAUSE OF ACTION**

24 **(PAGA Claims Against All Defendants)**

25 64. Plaintiffs incorporate herein by this reference each and every allegation set forth in all
26 previous paragraphs of the Complaint.

27 65. Plaintiffs bring this claim as individual employees and in their capacity as private
28 attorney generals pursuant to the Private Attorneys General Act of 2004, California Labor Code

1 section 2698, et seq. (“PAGA”).

2 66. On or about August 17, 2023, Plaintiff Suanico notified Defendants via certified mail
3 and filed an online PAGA claim notice with the California Labor and Workforce Development
4 Agency (“LWDA”) identifying Defendants’ violations of the California Labor Code identified in
5 this Complaint and Plaintiff Suanico’s intent to bring a claim for civil penalties under California
6 Labor Code section 2698 et seq. The LWDA assigned Plaintiff’s case number LWDA-CM-975966-
7 23. Plaintiff Suanico also submitted a filing fee of seventy-five (\$75.00) to the LWDA in
8 accordance with Labor Code section 2699.3(a)(1)(B). Sixty-five days have passed from the date of
9 Plaintiff’s notice to the LWDA, and thus Plaintiff has exhausted Plaintiff’s administrative remedies,
10 thereby allowing Plaintiff to commence a civil action against Defendants pursuant to Labor Code
11 section 2699.

12 67. On or about March 6, 2024, Plaintiff Henderson The LWDA has not provided notice
13 of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
14 letter, and Plaintiff Henderson adds this claim seeking penalties under the PAGA for the violations
15 addressed herein and in the PAGA Notice Letter and the original Complaint. notified Defendants
16 via certified mail and filed an online PAGA claim notice with the California Labor and Workforce
17 Development Agency (“LWDA”) identifying Defendants’ violations of the California Labor Code
18 identified in this Complaint and Plaintiff’s intent to bring a claim for civil penalties under California
19 Labor Code section 2698 et seq. The LWDA assigned Plaintiff’s case number LWDA-CM-
20 1015168-24.

21 68. During all relevant times for this action, Defendants regularly required Plaintiffs and
22 Aggrieved Employees to work more than eight hours per day and 40 hours per week. However,
23 Plaintiffs and Aggrieved Employees were not paid wages, including minimum wages and/or
24 overtime wages, for such time worked. Instead, Plaintiffs and Aggrieved Employees were paid for
25 just eight hours in a day or 40 hours in a week.

26 69. During all relevant times for this action, Defendants failed to provide uninterrupted
27 meal periods to Plaintiffs and Aggrieved Employees when they worked more than five hours per
28 day and ten hours per day because Defendants required Plaintiffs Aggrieved Employees to stay on

1 duty and never provided an uninterrupted first or second meal break in accordance with the above-
2 described illegal punch practice.

3 70. In addition, Defendants failed to permit Plaintiffs and Aggrieved Employees to take
4 uninterrupted rest breaks for shifts exceeding four hours of work or a major fraction thereof.

5 71. Although Defendants failed to provide uninterrupted meal and rest breaks as required
6 by California law, Defendants failed to pay Plaintiffs and Aggrieved Employees premium pay for
7 those days in which they were not permitted to take a meal and/or rest break which was duty free.

8 72. In addition, Defendants failed to provide Plaintiffs and Aggrieved Employees with
9 properly itemized wage statements including because Defendants failed to include the actual hours
10 worked, the correct rate of pay and the meal and rest period premiums owed.

11 73. Further, during Plaintiffs and Aggrieved Employees' employment, Defendants were
12 required to pay all wages earned for labor in excess of the normal work period not later than the
13 payday for the next regular payroll period. However, Defendants failed to pay Plaintiffs and
14 Aggrieved Employees all wages due to them within the time period specified by California Labor
15 Code section 204, including premiums owed.

16 74. Additionally, Defendants failed to timely pay Plaintiffs and other similarly Aggrieved
17 Employees all wages at the end of employment.

18 75. Plaintiffs, as "Aggrieved Employees" within the meaning of Labor Code § 2698 *et*
19 *seq.*, acting on behalf of themselves and other similarly Aggrieved Employees, brings this
20 representative action against Defendants to recover the civil penalties due to Plaintiffs, other
21 similarly Aggrieved Employees, and the State of California according to proof pursuant to Labor
22 Code § 2699 (a) and (f) including, but not limited to \$100.00 for each initial violation and \$200.00
23 for each subsequent violation per employee per pay period for the following Labor Code violations:

- 24 1. Failing to pay Plaintiffs and other similarly Aggrieved Employees all earned
25 minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*;
- 26 2. Failing to pay Plaintiffs and other similarly Aggrieved Employees all earned overtime
27 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;
- 28 3. Failing to pay Plaintiffs and other similarly Aggrieved Employees an additional hour

1 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and
2 512;

3 4. Failing to pay Plaintiffs and other similarly Aggrieved Employees an additional hour
4 of premium pay for rest period violations in violation of Labor Code §§ 226.7 and
5 512;

6 5. Failing to timely pay Plaintiffs and other similarly Aggrieved Employees all wages at
7 end of employment in violation of Labor Code § 203;

8 6. Failing to timely pay Plaintiffs and other similarly Aggrieved Employees all wages
9 owed during employment in violation of Labor Code § 204;

10 7. Failing to furnish Plaintiffs and other similarly Aggrieved Employees with complete,
11 accurate, itemized wage statements in violation of Labor Code § 226; and for

12 8. Failing to maintain accurate records relating to Plaintiffs and other similarly
13 Aggrieved Employees work periods, meal periods, total daily hours, hours per pay
14 period, and applicable pay rates in violation of Labor Code § 226.

15 9. Failing to pay Plaintiffs and other similarly Aggrieved Employees the properly
16 computed amount due for paid sick time in conformance with the pay calculation
17 under California Labor Code § 246(1).

18 10. Failing to reimburse Plaintiffs and other similarly Aggrieved Employees for all
19 necessary business expenditures as required under Labor Code § 2802.

20 76. Plaintiff's compelled to retain the services of counsel to file this court action to protect
21 Plaintiffs' interests and other similarly aggrieved employees, and to assess and collect the civil
22 penalties owed by Defendants. They thereby incurred attorneys' fees and costs, which they are
23 entitled to recover under California Labor Code § 2699.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs pray judgment against Defendants as follows:

26 1. For general and compensatory damages including but not limited to, lost wages in an
27 amount according to proof;

28 2. For statutory attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5

1 and Labor Code §§ 98.6, 226, 1174, 1194, 1198, 1198.5, 2668, 2699(g) and as allowed by law and
2 according to proof;

3 3. For statutory civil penalties pursuant to Labor Code § 2668, *et seq.*, and as allowed
4 by law and according to proof;

5 4. For penalties under Labor Code § 2698 *et seq.*, including those described in Paragraph
6 72 of this Complaint.

7 5. For unpaid wages and overtime according to proof;

8 6. For liquidated damages pursuant to Labor Code § 1194.2;

9 7. For unpaid wage premiums for each day Plaintiff did not receive a meal and/or rest
10 period according to proof;

11 8. For waiting time penalties pursuant to Labor Code §§ 201-203 in an amount according
12 to proof;

13 9. For costs of suit incurred herein;

14 10. For pre- and post-judgment interest at the maximum legal rate on all amounts claimed;
15 and

16 11. For such other and further relief as the Court may deem just and proper.

17
18 Dated: February 10, 2026

Respectfully Submitted,

19
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21 By: _____


22 Andrew Hillier
23 Attorney for Plaintiffs,
24 and those similarly aggrieved
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DEMAND FOR JURY TRIAL

Plaintiffs Kenneth Suanico and Lyna Henderson hereby demand a jury trial for the causes of action set forth herein.

Dated: February 10, 2026

Respectfully Submitted,

By: 

Andrew Hillier
Attorney for Plaintiffs,
and those similarly aggrieved