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David W. Slayton, Executive Officer / Clerk of Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GABRIELA FLORES LUNA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

PHENOMENEX, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26STCV15138

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES FOR:

(1) VIOLATION OF LABOR CODE §§ 510, 558, 1194, 1197, AND 1197.1;
(2) VIOLATION OF LABOR CODE §§ 201-203;
(3) VIOLATION OF LABOR CODE § 2802;
(4) VIOLATION OF LABOR CODE § 226;
(5) VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*; AND
(6) VIOLATION OF LABOR CODE 2698, *ET SEQ.*, THE PRIVATE ATTORNEYS GENERAL ACT

DEMAND OVER $35,000.00

Plaintiff Gabriela Flores Luna ("Plaintiff") hereby submits this first amended class and representative action complaint ("Complaint") against Defendant Phenomenex, Inc. ("Defendant") and Does 1-50 (hereinafter collectively referred to as "Defendants"), individually and on behalf of a class of all other similarly situated current and former employees of Defendants for civil and statutory penalties and/or damages for violations of the California Labor Code and Business and Professions Code § 17200, *et seq.*, as follows:

INTRODUCTION

1. This class action is within the Court's jurisdiction under California Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq*., the California Industrial Welfare Commission's ("IWC") Wage Orders, and the California Unfair Competition Law (the "UCL"), codified at California Business and Professions Code § 17200, *et seq*.

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code and Business and Professions Code against employees of Defendants.

3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to pay overtime wages at the regular rate of pay, failing to pay sick pay wages at the regular rate of pay, failing to reimburse business expenses, failing to pay all wages owed upon separation of employment, and failing to provide accurate itemized wage statements to Plaintiff and employees.

4. Plaintiff is informed and believes and based thereon alleges that Defendants have engaged in, among other things, a system of willful violations of the California Labor Code, Business and Professions Code, and applicable IWC Wage Orders by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

5. The policies, practices, and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the California

Business and Professions Code.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq*., and the UCL.

7. Venue is proper in Los Angeles County because Plaintiff worked for Defendants in Los Angeles County.

PARTIES

8. Plaintiff was employed by Defendants as a Quality Control Lead from about April 26, 2021, until about April 16, 2026. Throughout her employment, Plaintiff worked as a non-exempt, hourly employee.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed to her by California Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq*., the applicable IWC Wage Orders, and the UCL.

10. Plaintiff is informed and believes and based thereon alleges that Defendant Phenomenex, Inc. was and is a California corporation doing business in the State of California providing chromatography equipment, analysis, and consultation to pharmaceutical, toxicology, environmental, and other industries.

11. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendants and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq*., IWC Wage Orders, and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and

based thereon alleges that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and Class to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

13. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

14. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to

California Code of Civil Procedure § 382, of the following classes:

a. All current and former non-exempt employees who worked for Defendants in the State of California at any time from May 12, 2022, through the present (the "Class");

b. All current and former non-exempt employees of Defendants in the State of California who worked overtime and earned non-discretionary remuneration, including without limitation, incentives and bonuses, during the same period, at any time from February 18, 2025, through the present (the "Overtime Regular Rate Class"); and

c. All non-exempt employees of Defendants in the State of California who earned non-discretionary remuneration, including without limitation, incentives and bonuses, and sick pay during the same period, and whose employment ended at any time between February 18, 2025, through the present (the "Sick Pay Class"); and

d. All former employees who worked for Defendants in the State of California whose employment was terminated by Defendants at any time from February 18, 2025, through the present (the "Late Pay Class").

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and believes and based thereon alleges that Defendants: (a) failed to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (b) failed to pay sick pay at the regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c) failed to reimburse business expenses, in violation of Labor Code § 2802; (d) failed to provide accurate itemized wage statements, in violation of Labor Code § 226; and (e) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, including without limitation, California Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, and 1197.1, and the applicable IWC Wage Orders.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above.

Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

20. Defendants uniformly administered a corporate policy, practice of: (a) failing to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (b) failing to pay sick pay at the regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c) failing to reimburse business expenses, in violation of Labor Code § 2802; (d) failing to provide accurate itemized wage statements, in violation of Labor Code § 226; and (e) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, including without limitation, California Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, and 1197.1, and the applicable IWC Wage Orders.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a consistent and uniform policy, practice and procedure of willfully failing to comply with California Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, 1197.1, and 2802, the applicable Wage Orders of the IWC, and the UCL.

22. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendants: (a) failing to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (b) failing to pay sick pay at the regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c) failing to reimburse business expenses, in violation of Labor Code § 2802; (d) failing to provide accurate itemized wage statements, in violation of Labor Code § 226; and (e) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, including without limitation, California Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, and 1197.1, and the applicable IWC Wage Orders.

23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical

manner as Class Members. Like other non-exempt employees of Defendants, Plaintiff regularly earned non-discretionary remuneration, including without limitation, incentives and bonuses. Said non-discretionary remuneration should have been included in the regular rate of pay for the purpose of paying overtime wages and sick pay to employees. However, whenever Defendants paid Plaintiff and Class Members their overtime wages during periods in which they earned such non-discretionary remuneration, the overtime wages were paid based on the base rate of pay, rather than the correct, higher rate based on the regular rate of pay. Similarly, whenever Defendants paid Plaintiff and Class Members sick pay wages during periods in which they earned such non-discretionary remuneration, such wages were paid at the base rate of pay instead of the regular rate of pay that factored in the non-discretionary remuneration.

24. Defendants also violated Labor Code § 2802 by requiring Plaintiff and Class Members to use their personal vehicles for work-related purposes, and not reimbursing employees for the costs of mileage, gas, or wear and tear.

25. To date, Plaintiff has yet to receive all underpaid and/or unpaid wages. As such, Defendants are liable for waiting time penalties pursuant to Labor Code §§ 201-203. In addition, Defendants failed to pay final wages to Plaintiff within the time limits of Labor Code §§ 201-203. Defendants terminated Plaintiff's employment on April 16, 2026, but did not pay Plaintiff her final wages until April 17, 2026.

26. Finally, the wage statements issued by Defendants violate Labor Code § 226. As a result of the violations above, the wage statements displayed inaccurate hourly rates of pay, number of hours worked, and gross and net wages earned. As such, Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, 1197.1, and 2802, and the applicable IWC Wage Orders.

27. The California Labor Code and upon which Plaintiff bases these claims is broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and

conditions of employment.

28. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

29. The prosecution of separate actions by the individual Class Members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class Members against the Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class Members which would, as a practical matter, be dispositive of the interest of the other Class Members not parties to the adjudications or which would substantially impair or impede the ability of the Class Members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

30. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for underpaid/unpaid overtime wages and sick pay wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 203, 218.5, 226, 558, and 1194, the applicable IWC Wage Orders and Code of Civil Procedure § 1021.5.

31. Proof of a common business practice or factual pattern, which the named Plaintiff

experienced and is a representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

32. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire Class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 510, 558, 1194, 1197, AND 1197.1

(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

34. At all relevant times, Defendants were required to compensate their employees proper overtime wages for overtime hours worked pursuant to California Labor Code §§ 510, 558, 1194, 1197, and 1197.1. Plaintiff and the Class are and were employed by Defendants as non-exempt employees and, thus, Plaintiff and the Class are entitled to overtime wages. During their employment with Defendants, Plaintiff and the Class worked overtime hours. Specifically, Plaintiff and the Class worked more than 8 hours in a workday and/or 40 hours in a workweek, without being paid the proper amount of overtime pay. During pay periods wherein Plaintiff and the Class worked overtime, Plaintiff and Class Members also earned additional non-discretionary remuneration, including without limitation incentives and bonuses. Defendants, as a corporate-wide practice and policy, did not calculate and/or factor such remuneration into the regular rate of pay for purposes of calculating and paying overtime wages, and as such, owe Plaintiff and the Class additional overtime wages.

35. Plaintiff is informed and believes and based thereon alleges that Defendants' policy and practice of requiring overtime work and not paying for said work according to the overtime mandates of California law is, and at all times herein mentioned was in violation of California Labor Code §§ 510, 558, 1194, 1197, and 1197.1 and the IWC Wage Order(s).

Defendants' employment policies and practices wrongfully and illegally failed to compensate Plaintiff the Class for overtime compensation earned as required by California law.

36. Plaintiff is informed and believes and based thereon alleges that Defendants willfully failed to pay employees proper compensation for all hours worked. Plaintiff is informed and believes and based thereon alleges that Defendants' willful failure to provide all wages due and owing upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from employment are entitled to compensation pursuant to Labor Code §§ 201-203.

37. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of overtime premiums owing, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201-203

(BY PLAINTIFF, THE CLASS, THE SICK PAY CLASS, AND THE LATE PAY CLASS AGAINST ALL DEFENDANTS)

38. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

39. Labor Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Labor Code § 246.5 at the employee's then current rate of entitlement.

40. Labor Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave. An employer must calculate paid sick leave by using one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether

or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

41. As a policy and practice, Defendants unlawfully failed to pay sick pay at the regular rate of pay. Plaintiff and Class Members routinely earned non-discretionary remuneration, such as incentives and bonuses, which increased their regular rates of pay to amounts that were higher than their base rates of pay. However, when sick pay was paid to Plaintiff and Class Members, it was paid at the base rates of pay, as opposed to the correct, higher regular rates of pay, as required under Labor Code § 246.

42. In addition, and as a separate violation, Defendants failed to pay final wages to separated employees in the Class within the time limits of Labor Code §§ 201-203. As an example, Defendants terminated Plaintiff's employment on April 16, 2026, but did not pay Plaintiff her final wages until April 17, 2026.

43. Labor Code § 246 also provides that an employer shall provide payment for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken. Labor Code § 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

44. Based on Defendants' failure to pay all sick pay owed to Plaintiff and Class Members, and as a matter of policy and practice, Defendants failed to timely pay Plaintiff and Class Members all due wages or timely pay all due wages upon separation of employment. On

information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Defendants thus violated Sections 201-203 by not timely paying all due wages and not timely paying all due wages upon the separation of employment.

45. As a pattern and practice, Defendants regularly and willfully failed to pay Plaintiff and other members of the Class their correct wages and accordingly owe damages, restitution, and applicable penalties, including waiting time penalties.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2802

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

47. This cause of action is brought pursuant to Labor Code § 2802, which provides that employees are entitled to be indemnified for expenses and losses in discharging the duties of their employers. Defendants violated this provision by failing to reimburse Plaintiff and Class Members for all costs incurred as a result of performing work for Defendants. Specifically, Plaintiff and Class Members were required to use their personal vehicles for work purposes; however, Plaintiff and Class Members were not reimbursed for any costs that they incurred, including for mileage, gas, or wear and tear.

48. Defendants had a uniform corporate pattern and practice and procedure regarding the above practices in violation of Labor Code § 2802.

49. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 2802.

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FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

51. Defendants failed in their affirmative obligation to provide accurate itemized wage statements. Labor Code § 226 requires that an employer provide an itemized wage statement every time wages are paid to an employee. As a result of the violations alleged above, the wage statements provided to Plaintiff and the Class did not accurately identify the correct applicable hours worked at each hourly rate and gross and net wages earned, in violation of Labor Code § 226.

52. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

FIFTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*

(BY PLAINTIFF, THE CLASS, AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL DEFENDANTS)

53. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

54. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (a) failing to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; and (b) failing to reimburse business expenses, in violation of Labor Code § 2802.

55. Defendants' utilization of such unfair and unlawful business practices constitutes

unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

56. Plaintiff seeks individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

57. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq*., including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

SIXTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE § 2698, *ET SEQ*.

(BY PLAINTIFF, ON BEHALF OF THE STATE AND ALL AGGRIEVED EMPLOYEES, AGAINST ALL DEFENDANTS)

58. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

59. Plaintiff brings this cause of action as a proxy for the State of California, and in this capacity, seeks penalties on behalf of all Aggrieved Employees from April 20, 2025, through the present, for Defendant's policy and practice of: (a) failing to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (b) failing to pay sick pay at the regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c) failing to timely pay wages to separated employees, in violation of Labor Code §§ 201-203; (d) failing to reimburse business expenses, in violation of Labor Code § 2802; and (e) failing to provide accurate itemized wage statements, in violation of Labor Code § 226.

60. On or about April 20, 2026, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code sections 201-203, 226, 246, 510, 558, 1194, 1197, 1197.1, and 2802, pursuant to Labor Code section

2698, *et seq*., the Private Attorney General Act ("PAGA"). More than sixty-five days have elapsed since Plaintiff sent written notice.

61. To date, the LWDA has not responded to Plaintiff's written notice. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violation of Labor Code sections 201-203, 226, 246, 510, 558, 1194, 1197, 1197.1, and 2802, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;

2. For an order appointing Plaintiff as the representative of the Class as described herein;

3. For an order appointing counsel for Plaintiff as Class counsel;

4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 510, 558, 1194, 1197, and 1197.1, and for costs and attorneys' fees;

5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203 and 246, and for costs and attorneys' fees;

6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code § 2802, and for costs and attorneys' fees;

7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California Labor Code § 226, and for costs and attorneys' fees;

8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code § 17200, *et seq.*, and for costs and attorneys' fees;

9. Upon the Sixth Cause of Action, for civil penalties according to proof pursuant to

Labor Code §§ 201-203, 226, 246, 510, 558, 1194, 1197, 1197.1, 2802, and 2698 *et seq.*, and for costs and attorneys' fees;

10. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, and 1194, and Code of Civil Procedure § 1021.5; and

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

DATED: August 6, 2026

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee
Kwanporn "Mai" Tulyathan
Kym Kanenaka
Attorneys for Plaintiff, the Aggrieved Employees, and the Class

PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On August 6, 2026, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Timothy M. Rusche Peter J. Choi McGuire Woods LLP 1800 Century Park East, 8th Floor Los Angeles, California 90067	*Attorneys for Defendant Phenomenex, Inc.* trusche@mcguirewoods.com pchoi@mcguirewoods.com

__X__ BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE Attorney Service E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on this proof of service for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 6, 2026, at Los Angeles, California.

Erika Mejia