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on behalf of himself and others similarly situated

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Isaiah Irizarry, Deputy Clerk

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

ERIC ROBINSON, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

QUIDEL CORPORATION dba QUIDEL, a
Delaware corporation; QUIDELORTHO
CORPORATION dba QUIDELORTHO, a
Delaware Corporation; QUIDEL
CARDIOVASCULAR INC. dba QUIDEL
CARDIOVASCULAR, a Delaware
Corporation; EASTRIDGE WORKFORCE
TECHNOLOGY, INC. dba EASTRIDGE
WORKFORCE SOLUTIONS, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2023-00054933-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:
Hon. Marcella O McLaughlin
Dept.: C-72

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ERIC ROBINSON, (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of Defendants,
3 and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all similarly situated current and
6 former employees within the State of California who, at any time four (4) years prior to the filing of
7 this lawsuit, are or were employed as non-exempt hourly employees by Defendants QUIDEL
8 CORPORATION dba QUIDEL, a Delaware corporation; QUIDELORTHO CORPORATION dba
9 QUIDELORTHO; a Delaware corporation; QUIDEL CARDIOVASCULAR INC. dba QUIDEL
10 CARDIOVASCULAR, a Delaware corporation; and TEG STAFFING INC. DBA EASTRIDGE
11 WORKFORCE SOLUTIONS, a California corporation; and DOES 1 through 50 (all defendants
12 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
13 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
14 Welfare Commission (IWC), and California Business & Professions Code, and seeks redress.

15 2. Plaintiff is a resident of California and during the time period relevant to this
16 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
17 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
18 worked for Defendants in San Diego County and/or throughout California, and consistently worked
19 at Defendants’ behest without being paid all wages due. More specifically, Plaintiff and the other
20 similarly situated Class members were employed by Defendants and worked at Defendants’ offices
21 and other facilities where the conduct giving rise to the allegations in this Class Action Complaint
22 occurred. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar
23 job duties and responsibilities, (2) was subjected to the same policies and practices, and (3) endured
24 similar violations at the hands of Defendants as the other Employee Class members who served in
25 similar and related positions.

26 3. Defendants required Plaintiff and the Employees in the Class to perform work while
27 remaining under Defendants’ control before and after being on the clock for their daily work shift.
28 Defendants failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees

1 were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest
2 periods as required by the Labor Code.

3 THE PARTIES

4 A. The Plaintiff

5 4. Plaintiff ERIC ROBINSON has resided in California and during the time period
6 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
7 the State of California at Defendants' facilities and offices in California.

8 B. The Defendants

9 5. Defendant QUIDEL CORPORATION dba QUIDEL ("QUIDEL") is a Delaware
10 corporation with its principle executive offices in San Diego, California, and has been listed on the
11 employee handbook issued to Plaintiff during the relevant time period. QUIDEL employs Plaintiff
12 and the Class members in California, including at Defendants' offices and facilities in San Diego,
13 California, and throughout California and conducts business throughout California.

14 6. Defendant QUIDELORTHO CORPORATION dba QUIDELORTHO
15 ("QUIDELORTHO") is a Delaware corporation with its principle executive offices in San Diego,
16 California, and has been listed on email communications sent to Plaintiff during the relevant time
17 period. QUIDELORTHO employs Plaintiff and the Class members in California, including at
18 Defendants' offices and facilities in San Diego, California, and throughout California and conducts
19 business throughout California.

20 7. Defendant QUIDEL CARDIOVASCULAR INC. dba QUIDEL
21 CARDIOVASCULAR ("QC") is a Delaware corporation with its principle executive offices in San
22 Diego, California, and has been listed as the employer on the wage statements issued to Plaintiff
23 during the relevant time period. QC employs Plaintiff and the Class members in California,
24 including at Defendants' offices and facilities in San Diego, California, and throughout California
25 and conducts business throughout California.

26 8. Defendant TEG STAFFING INC. DBA EASTRIDGE WORKFORCE
27 SOLUTIONS ("EASTRIDGE") is a California corporation with its principle executive offices in
28 San Diego, California and employed Plaintiff during the relevant time period. EASTRIDGE

1 employs Plaintiff and Class members in San Diego County, including at Defendants' offices and
2 facilities in San Diego, California, and throughout California and conducts business throughout
3 California.

4 9. Additionally, under California Labor Code § 2810.3, QUIDEL, QUIDELORTHO,
5 and QC shares with EASTRIDGE, and any other staffing agency it uses, in civil legal responsibility
6 for all workers supplied to QUIDEL, QUIDELORTHO, and QC for their collective failure to pay
7 all earned wages. California Labor Code § 2810.3 requires that "A client employer shall share with
8 a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor
9 contractor for...the payment of wages." A "labor contractor" (here, EASTRIDGE), is defined as "an
10 individual or entity that supplies, either with or without a contract, a client employer with workers
11 to perform labor within the client employer's usual course of business." "Client employer" (here
12 QUIDEL, QUIDELORTHO, and QC) is defined as "a business entity, regardless of its form, that
13 obtains or is provided workers to perform labor within its usual course of business from a labor
14 contractor." Upon information and belief, Defendants QUIDEL, QUIDELORTHO, and QC are and
15 have been client employers within the definition of Labor Code § 2810.3 and share with
16 EASTRIDGE, the labor contractor, all civil legal responsibility and civil liability for failure to pay
17 all wages earned by Plaintiff and the Class Members.

18 10. The true names and capacities, whether individual, corporate, associate, or whatever
19 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
20 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
21 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
22 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
23 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
24 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when
25 their identities become known.

26 11. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
27 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
28 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each

1 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
2 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
3 control over the wages, hours or working conditions of Employees, created and implemented the
4 policies and practices that governed the employment of Plaintiff and the Class members and dictated
5 their job duties and responsibilities, or otherwise suffered or permitted Employees to work, or
6 engaged, thereby creating a common law employment relationship, with Employees. Therefore,
7 Defendants, and each of them, employed or jointly employed Employees.

8 **JURISDICTION AND VENUE**

9 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
11 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
12 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
13 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
14 liabilities giving rise to this lawsuit occurred at least in part in San Diego County and Defendants
15 maintain and operate company offices and facilities in San Diego County and employ Plaintiff and
16 other Class members in San Diego County and throughout California.

17 **FACTUAL BACKGROUND**

18 13. The Employees who comprise the Class and Collective, including Plaintiff, are
19 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
20 Employees who work in nonexempt positions at the direction of Defendants in the State of
21 California. Plaintiff and the Class members were either not paid by Defendants for all hours worked
22 or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiff and
23 Employees were not paid for the time that they worked “pre-shift” and “post-shift” without
24 compensation by waiting in line to clock-in for their shifts and performing work-related tasks after
25 clocking out, including taking out trash. Plaintiff and Employees were also not paid for off-the-
26 clock work, including the time spent taking off protective gear after clocking out for meal breaks
27 and putting on protective gear before clocking back in after meal breaks.

28 14. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members

1 all wages due and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage
2 statements, all in violation of various provisions of the California Labor Code and applicable Wage
3 Orders. Additionally, Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary
4 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
5 belief, Defendants failed to incorporate all remunerations, including shift differentials,
6 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
7 of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times
8 when Plaintiffs and Employees worked overtime and received shift differentials, nondiscretionary
9 commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime
10 wages by paying a lower overtime rate than required.

11 15. During the course of Plaintiff and the Class members' employment with
12 Defendants, they were not paid all wages they were owed, including for all work performed and
13 for all overtime hours worked, and they were forced to work during their meal and rest breaks.

14 16. As a matter of uniform Company policy, Plaintiff and the Class members were
15 required to work during their meal and rest breaks which were not compensated by Defendants in
16 violation of the California Labor Code. Plaintiff and the Class members were also not paid regular
17 wages and overtime for the time they were required to comply with other requirements imposed
18 upon them, which they had to complete while working through their meal and rest breaks and
19 without compensation. As a result, Plaintiff and the Class members worked shifts over eight (8)
20 hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate
21 overtime rate for all such hours, including by being required to perform work duties and tasks
22 without pay and while off-the-clock which caused overtime to begin accruing before it did in
23 Defendants' timekeeping and payroll systems. As a result, Plaintiff and the Class members worked
24 substantial overtime hours during their employment with Defendants for which they were not
25 compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

26 17. As a result of the above described daily work demands and pressures to work through
27 breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the Class
28 members were not properly paid for all wages earned and for all wages owed to them by Defendants,

1 including when working more than eight (8) hours in any given day and/or more than forty (40)
2 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
3 Class members incurred overtime hours worked for which they were not adequately and completely
4 compensated, in addition to the hours they were required to work off the clock. To the extent
5 applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5
6 times the regular rate for the first eight hours of the seventh consecutive work day in a week and
7 overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the
8 seventh consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

9 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
10 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
11 hours worked and failing to pay minimum wage for all time worked as required by California Law.

12 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
13 continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees
14 overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours
15 a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve
16 (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage
17 Orders.

18 20. Additionally, from at least four (4) years prior to the filing of this lawsuit and
19 continuing to the present, Defendants have regularly required Employees to work shifts in excess of
20 five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30)
21 minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of
22 not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of
23 wages at each Employee's effective hourly rate of pay, for each meal period that Defendants failed
24 to provide or deficiently provided. In addition, what meal periods were provided were not off-duty
25 and were less than thirty minutes due to Defendants' policy requiring Plaintiff and Employees to
26 take off protective gear after clocking out for meal breaks and to put the protective gear back on
27 before clocking back in after meal breaks.

28 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the

1 present, Defendants have consistently failed to provide Employees with paid duty-free rest breaks
2 of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor
3 did Defendant pay Employees premium pay for each day on which requisite rest breaks were not
4 provided or were deficiently provided at one hour of wages at each Employee's effective regular
5 rate of pay, for each rest break that Defendants failed to provide or deficiently provided.
6 Specifically, Plaintiff and Employees were required to take off protective gear when they went for
7 rest breaks and put the protective gear back on during their rest breaks and before returning to work
8 resulting in rest breaks of less than ten minutes.

9 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
10 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
11 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
12 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
13 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
14 purposes of calculating sick pay. Therefore, during times when Plaintiff and Employees worked
15 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
16 nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than
17 required.

18 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
19 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
20 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
21 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
22 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
23 purposes of calculating vacation pay. Therefore, during times when Plaintiff and Employees worked
24 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
25 nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate
26 than required.

27 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the

1 performance of their job duties for Defendants including, but not limited to the cost of personal
2 cell phone usage, which were necessary to perform their duties under Defendants' employ in
3 violation of Labor Code § 2802.

4 25. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
5 continuing to the present, Defendants have consistently failed to provide Employees with timely,
6 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
7 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
8 wages based on proper regular rate calculations that included shift differentials, nondiscretionary
9 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
10 compensation of their Employees. In addition, the wage statements provided to Employees failed to
11 accurately list the total hours worked. Moreover, the wage statements given to Employees by
12 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
13 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
14 to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
15 and required Employees to engage in discovery and refer to outside sources to verify whether their
16 pay was correct and potentially resulting in a miscalculation by the Employees.

17 26. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
18 continuing to the present, Defendants have consistently failed to keep accurate time and wage
19 records as required by California wage-and-hour laws.

20 27. From at least four (4) years prior to filing this lawsuit and continuing to the present,
21 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at
22 the time of their termination of within seventy-two (72) hours of their resignation, as required by
23 California wage-and-hour laws.

24 28. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
25 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245, *et seq.*, 246,
26 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699,
27 *et seq.*, 2802, and 2810.3 and applicable provisions of the IWC Wage Orders.

28 29. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,

1 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
2 enjoyed from their violations of Labor Code.

3 **CLASS ALLEGATIONS**

4 30. Plaintiff brings this class action on behalf of himself and all others similarly situated
5 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
6 “All individuals employed by Defendants, at any time within four (4) years of the filing of this
7 lawsuit, as non-exempt, hourly employees within the State of California.”

8 31. Further, Plaintiff seeks to represent the following Subclasses composed of and
9 defined as follows:

10 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
11 compensated for all hours worked for Defendants at the applicable minimum wage.

12 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
13 compensated for all hours worked for Defendants at the required rates of pay, including for all hours
14 worked in excess of eight in a day and/or forty in a week.

15 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
16 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
17 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

18 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
19 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
20 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
21 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

22 e. Subclass 5. Vacation Wages Subclass. All Class members who were not
23 compensated at the Employee’s regular rate of pay for their vacation wages.

24 f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at the
25 Employee’s regular rate of pay for their sick pay wages.

26 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass. All
27 Class members who were subject to Defendants failing to reimburse for expenses necessarily
28 incurred in the performance of Employees job duties for Defendants which were necessary to

1 perform their duties under Defendants' employ.

2 h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable
3 limitations period, were not provided with accurate itemized wage statements.

4 i. Subclass 9. Payroll Records Subclass. All Class members who were subject to
5 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
6 California wage-and-hour laws.

7 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
8 applicable limitations period, either voluntarily or involuntarily separated from their employment
9 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
10 termination.

11 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
12 result of Defendants' business acts and practices, to the extent such acts and practices are found to
13 be unlawful, deceptive, and/or unfair.

14 32. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
15 the class description with greater particularity or further division into subclasses or limitation to
16 particular issues.

17 33. This action has been brought and may properly be maintained as a class action under
18 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
19 interest in litigation and the proposed class is easily ascertainable.

20 **A. Numerosity**

21 34. The potential members of the class as defined are so numerous that joinder of all the
22 member of the class is impracticable. While the precise number of class member has not been
23 determined at this time, Plaintiff is informed and believes that, during the time period relevant to
24 this lawsuit, Defendants employed more than 100 individuals within the State of California.

25 35. Accounting for employee turnover during the relevant time period increases this
26 number substantially. Plaintiff alleges that Defendants' employment records will provide
27 information as to the number and location of all class members.

28 ///

1 **B. Commonality**

2 36. There are questions of law and fact common to the class that predominate over any
3 questions affecting only individual class members. These common questions of law and fact include:

- 4 a. Whether Defendants failed to pay Employees minimum wages;
- 5 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 6 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
7 § 510;
- 8 d. Whether Defendants failed to pay Employees vacation wages as required under
9 Labor Code § 227.3;
- 10 e. Whether Defendants failed to pay Employees sick pay as required under Labor Code
11 § 245;
- 12 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
13 Wage Orders, by failing to provide Employees with requisite meal periods or
14 premium pay in lieu thereof;
- 15 g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
16 Orders, by failing to provide Employees with requisite rest breaks or premium pay
17 in lieu thereof;
- 18 h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- 19 i. Whether Defendants violated Labor Code § 226(a);
- 20 j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 21 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
22 wages and compensation due and owing at the time of termination of employment;
- 23 l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 24 m. Whether Employees are entitled to equitable relief pursuant to Business and
25 Professions Code § 17200 *et seq.*; and
- 26 n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*

27 **C. Typicality**

28 37. The claims of the named plaintiff are typical of those of the other Employees.

1 Employees all sustained injuries and damages arising out of and caused by Defendants' common
2 course of conduct in violation of statutes, as well as regulations that have the force and effect of law,
3 as alleged herein.

4 **D. Adequacy of Representation**

5 38. Plaintiff will fairly and adequately represent and protect the interest of Employees.
6 Counsel who represents Employees are experienced and competent in litigating employment class
7 actions.

8 **E. Superiority of Class Action**

9 39. A class action is superior to other available means for the fair and efficient
10 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
11 questions of law and fact common to all Employees predominate over any questions affecting only
12 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
13 Defendants' illegal policies or practices of failing to compensate Employees properly.

14 40. Class action treatment will allow those persons similarly situated to litigate their
15 claims in the manner that is most efficient and economical for the parties and the judicial system.
16 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(Against All Defendants)**

20 41. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 42. Defendants failed to pay Employees minimum wages for all hours worked.
23 Defendants had a consistent policy of misstating Employees time records and failing to pay
24 Employees for all hours worked. Defendants did not pay Plaintiff and Employees at the applicable
25 minimum wage for all hours worked. Employees would work hours and not receive wages,
26 including as alleged above in connection with working "pre-shift" and "post-shift" without
27 compensation by waiting in line to clock in and performing work related duties, such as taking out
28 the trash, after clocking out. Employees also worked off-the-clock by taking protective gear off

1 after clocking out for meal breaks and putting the gear back on before clocking back in after meal
2 breaks. Defendants also consistently failed to pay Employees for hours worked during alleged meal
3 periods for which Employees were consistently denied, as also addressed herein. Moreover,
4 Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours
5 worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without
6 limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and
7 practice that denied accurate compensation to Plaintiff and the other members of the Class as to
8 minimum wage pay.

9 43. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

10 The minimum wage for employees fixed by the commission is the
11 minimum wage to be paid to employees, and the payment of a less
12 wage than the minimum so fixed is unlawful.

13 44. The applicable minimum wages fixed by the commission for work during the
14 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore
15 entitled to double the minimum wage during the relevant period.

16 45. The minimum wage provisions of California Labor Code are enforceable by private
17 civil action pursuant to California Labor Code § 1194(a) which states:

18 Notwithstanding any agreement to work for a lesser wage, any
19 employee receiving less than the legal minimum wage or the legal
20 overtime compensation applicable to the employee is entitled to
21 recover in a civil action the unpaid balance of the full amount of this
22 minimum wage or overtime compensation, including interest
23 thereon, reasonable attorney's fees and costs of suit.

24 46. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

26 California Labor Code § 1194.2 also provides for the following remedies:
27 In any action under Section 1194 . . . to recover wages because of
28 the payment of a wage less than the minimum wages fixed by an
order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

///

47. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

48. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

49. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

50. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including time off the clock working “pre-shift” and “post-shift” without compensation by waiting in line to clock in for their shifts and performing work related duties, such as taking out the trash, after clocking out. Defendants also did not pay Employees for time spent working off-the-clock during meal periods, including by taking off protective gear after clocking out for meal periods and putting on the protective gear before clocking back in after meal periods. Therefore, Employees were often not properly compensated, nor were they paid overtime rates for all hours worked in excess of eight hours in a given day, and/or forty hours in a given week.

51. The forgoing uncompensated work caused Plaintiff and Employees to work in excess

1 of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to
2 overtime and double-time wages which were systemically denied.

3 52. Furthermore, on information and belief, Defendants did not pay Plaintiff and
4 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
5 to an hourly wage, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
6 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
7 belief, Defendants failed to incorporate all remunerations, including shift differentials,
8 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
9 of the regular rate of pay for purposes of calculating the overtime wage rate.

10 53. Therefore, during times when Plaintiff and Employees worked overtime and
11 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
12 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

13 54. Defendants' failure to pay compensation in a timely fashion also constituted a
14 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
15 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
16 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
17 compensation earned by Employees. Each such failure to make a timely payment of compensation
18 to Employees constitutes a separate violation of California Labor Code § 204.

19 55. Employees have been damaged by these violations of California Labor Code §§ 204
20 and 510 (and the relevant orders of the Industrial Welfare Commission).

21 56. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
22 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
23 full amount of all their unpaid wages and overtime compensation, with interest, plus their
24 reasonable attorneys' fees and costs.

25 **THIRD CAUSE OF ACTION**

26 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

27 **(Against All Defendants)**

28 57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 58. Employees regularly worked shifts greater than five (5) hours and greater than ten
3 (10) hours. Pursuant to Labor Code § 512, an employer may not employ someone for a shift of more
4 than five (5) hours without providing him or her with a meal period of not less than thirty (30)
5 minutes or for a shift of more than ten (10) hours without providing him or her with a second meal
6 period of not less than thirty (30) minutes.

7 59. Defendants failed to provide Employees with meal periods as required under the
8 Labor Code. Employees were consistently required to work through their meal periods which they
9 were consistently denied. Employees were also required to take meal periods after working well
10 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
11 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
12 period as required by law. In addition, when Employees did take meal periods, they were less than
13 thirty minutes due to Defendant's policy requiring Employees to take off protective gear after
14 clocking out for meal periods and put the protective gear back on before clocking back in after their
15 meal periods.

16 60. Moreover, Defendants failed to compensate Employees for each meal period not
17 provided or inadequately provided, as required under Labor Code § 226.7. Additionally, as
18 detailed above, when Defendants did pay meal period premiums, they did so at the normal regular
19 rate of pay without factoring in all forms or remuneration/compensation or by otherwise
20 incorrectly calculating the regular rate.

21 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
22 amount equal to one (1) hour of wages at their effective regular rates of pay for each meal period
23 not provided or deficiently provided, a sum to be proven at trial.

24 **FOURTH CAUSE OF ACTION**

25 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

27 62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

63. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

64. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were consistently less than ten minutes due to Defendants' policy requiring Employees to take protective gear off on rest breaks and put the gear back on before returning from rest breaks.

65. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's effective hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7. Additionally, as detailed above, when Defendants did pay rest period premiums, they did so at the normal regular rate of pay without factoring in all forms of remuneration/compensation or by otherwise incorrectly calculating the regular rate.

66. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective regular rates of pay for each day worked without the required rest breaks, a sum to be proven at trial.

FIFTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

68. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served.

69. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

1 70. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to
2 Labor Code § 227.3.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**

5 **(Against All Defendants)**

6 71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 72. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
9 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
10 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
11 with the pay calculation under California Labor Code § 246(1).

12 73. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
13 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
14 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
15 calculating the amount of paid sick time due when sick time is used according to the requirements
16 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
17 rate, in violation of the law.

18 74. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
19 §§ 245 *et seq.* and 246.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

22 **IN VIOLATION OF LABOR CODE § 2802**

23 **(Against All Defendants)**

24 75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 76. Under Labor Code § 2802(a), an employer must indemnify its employees for all
27 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
28 of his or her duties, or of his or her obedience to the directions of the employer.

77. Employees incurred necessary expenditures in the performance of their job duties for Defendants, namely the cost of personal cell phone usage, which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

78. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

79. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

80. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

81. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to include the above requirements enumerated above. Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9). The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially

1 resulting in a miscalculation by the Employees. Moreover, Defendants failed in their affirmative
2 obligation to keep accurate records of the correct overtime wages based on proper regular rate
3 calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or
4 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
5 Additionally, the wage statements given to Employees by Defendants failed to accurately account
6 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
7 Defendants knew or reasonably should have known were owed to Employees, as alleged
8 hereinabove.

9 82. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
10 Employees suffered injuries, including among other things confusion over whether they received all
11 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
12 them to make mathematical computations to analyze whether the wages paid in fact compensated
13 them correctly for all hours worked.

14 83. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the
15 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding
17 an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs
18 and reasonable attorneys' fees.

19 84. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil
20 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
21 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each
22 pay period.

23 85. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any
24 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
25 according to proof.

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1 **NINTH CAUSE OF ACTION**
2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
3 **AND 1174.5**

4 **(Against All Defendants)**

5 86. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 87. California Labor Code § 1174 requires that all employers shall keep accurate time
8 and wage records for all employees. California Labor Code § 1174.5 further requires that any
9 employee suffering injury due to a willful violation of the aforementioned obligations may seek
10 damages, including civil penalties, from the employer.

11 88. During the course of Plaintiff's and Employees' employment, Defendants
12 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
13 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
14 overtime, and premium pay as discussed above.

15 89. Accordingly, Defendants are liable for civil penalties pursuant to the California
16 Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

17 **TENTH CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE § 203**

19 **(Against All Defendants)**

20 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 91. Numerous Employees are no longer employed by Defendants; they either quit
23 Defendants' employ or were fired therefrom.

24 92. Defendants failed to pay these Employees all wages due and certain at the time of
25 termination or within seventy-two (72) hours of resignation.

26 93. The wages withheld from these Employees by Defendants remained due and owing
27 for more than thirty (30) days from the date of separation of employment.

28 94. Defendants' failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
2 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
3 to thirty (30) days from the date they were due.

4 **ELEVENTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

6 **(Against All Defendants)**

7 95. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 96. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
10 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
11 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
12 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
13 meaning of Code of Civil Procedure § 1021.5.

14 97. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
16 relief, restitution, and other appropriate equitable relief.

17 98. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
18 practices.

19 99. Wage-and-hour laws express fundamental public policies. Paying employees their
20 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
21 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
22 to enforce minimum labor standards, to ensure that employees are not required or permitted to work
23 under substandard and unlawful conditions, and to protect law-abiding employers and their
24 employees from competitors who lower costs to themselves by failing to comply with minimum
25 labor standards.

26 100. Defendants have violated statutes and public policies. Through the conduct alleged
27 in this Complaint Defendants have acted contrary to these public policies, have violated specific
28 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in

1 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
2 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
3 guaranteed to all employees under the law.

4 101. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
5 violation of the Business & Professions Code § 17200 *et seq.*

6 102. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
7 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
8 reasonable care should have known that their conduct was unlawful; therefore their conduct violates
9 the Business & Professions Code § 17200 *et seq.*

10 103. As a proximate result of the above-mentioned acts of Defendants, Employees have
11 been damaged, in a sum to be proven at trial.

12 104. Unless restrained by this Court Defendants will continue to engage in such unlawful
13 conduct as alleged above. Pursuant to the Business & Professions Code this Court should make such
14 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the
15 use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by
16 the Business & Professions Code, including but not limited to the disgorgement of such profits as
17 may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

18 **TWELFTH CAUSE OF ACTION**

19 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

20 **(Against All Defendants)**

21 105. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 106. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
24 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
25 alleged violators, Defendants.

26 107. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
27 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
28 penalty provisions, without limitation, based on the following California Labor Code sections:

1 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245, *et seq.*, 246, 510, 512,
2 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*,
3 2802, and 2810.3.

4 108. The penalties shall be allocated as follows: 75% to the Labor and Workforce
5 Development Agency (LWDA) and 25% to the affected employee.

6 109. Employees also seek any and all penalties and remedies set forth in Labor Code §
7 558, which states:

8 (a) Any employer or other person acting on behalf of an employer who violates,
9 or causes to be violated, a section of this chapter or any provision regulating hours
10 and days of work in any order of the Industrial Welfare Commission shall be subject
11 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
12 underpaid employee for each pay period for which the employee was underpaid in
13 addition to an amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for each pay
period for which the employee was underpaid in addition to an amount sufficient to
recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
to the affected employee.

14 (b) If upon inspection or investigation the Labor Commissioner determines that
15 a person had paid or caused to be paid a wage for overtime work in violation of any
16 provision of this chapter, or any provision regulating hours and days of work in any
17 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for
18 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

19 (c) The civil penalties provided for in this section are in addition to any other
civil or criminal penalty provided by law.

20 110. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
21 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
22 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
23 for each violation in a subsequent citation, for which the employer fails to provide the employee a
24 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
25 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

26 111. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
27 LWDA and Defendants postmarked on December 19, 2023. The LWDA has not provided notice
28 of its intent to investigate the alleged violations within 65 calendar days of the postmark date of

1 the letters.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiff prays for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. For compensatory damages in the amount of the unpaid minimum wages for work
6 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
7 the filing of this action, as may be proven;
- 8 3. For liquidated damages in the amount equal to the unpaid minimum wage and
9 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 10 4. For compensatory damages in the amount of all unpaid wages, including overtime
11 and double-time pay, as may be proven;
- 12 5. For compensatory damages in the amount of the hourly wage made by Employees
13 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
14 years prior to the filing of this action, as may be proven;
- 15 6. For compensatory damages in the amount of the hourly wage made by Employees
16 for each day requisite rest breaks were not provided or were deficiently provided where no
17 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
18 be proven;
- 19 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 20 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
21 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 22 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 23 10. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 24 11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven
- 25 12. For restitution for unfair competition pursuant to Business & Professions Code
26 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 27 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 28 14. For compensatory damages in the amount of all previously unreimbursed business

1 expenditures necessarily incurred by Employees in the discharge of their duties for Defendants
2 from four (4) years prior to the original filing of this action, as may be proven;

3 15. For an order enjoining Defendants and their agents, servants, and employees, and
4 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
5 duties adumbrated in this Complaint;

6 16. For all general, special, and incidental damages as may be proven;

7 17. For an award of pre-judgment and post-judgment interest;

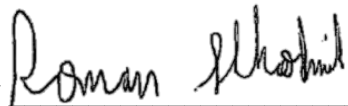
8 18. For an award providing for the payment of the costs of this suit;

9 19. For an award of attorneys' fees; and

10 20. For such other and further relief as this Court may deem proper and just.

11 DATED: February 22, 2024

D.LAW, INC.

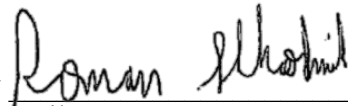
12
13
14 By 
15 Emil Davtyan
16 David Yeremian
17 Roman Shkodnik
18 Emma Geesaman
19 Attorneys for Plaintiff
20 ERIC ROBINSON
21 and the putative class
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23
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28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

3
4 DATED: February 22, 2024

D.LAW, INC.

5
6 By 
7 Emil Davtyan
8 David Yeremian
9 Roman Shkodnik
10 Emma Geesaman
11 Attorneys for Plaintiff
12 ERIC ROBINSON
13 and the putative class
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

On **February 22, 2024**, I served the foregoing: **FIRST AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof,

TEG STAFFING INC.

DBA EASTRIDGE WORKFORCE SOLUTIONS

Amanda Garcia, Agent for C.T. Corporation
330 N Brand Blvd. Suite 700
Glendale, CA 91203

QUIDEL CARDIOVASCULAR INC.

dba QUIDEL CARDIOVASCULAR

Jackson Yang, Agent for Registered Agent Solutions, Inc.
720 14th Street
Sacramento, CA 95814

QUIDELORTHO CORPORATION

dba QUIDELORTHO

Jackson Yang, Agent for Registered Agent Solutions, Inc.
720 14th Street
Sacramento, CA 95814

QUIDEL CORPORATION

dba QUIDEL

Jackson Yang, Agent for Registered Agent Solutions, Inc.
720 14th Street
Sacramento, CA 95814

☒ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(ONLY BY ELECTRONIC TRANSMISSION)** I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

☒ **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 22, 2024, at Glendale, California.


Natalia Bermudes